

EURASDAUN GMBH - GENERAL CONDITIONS OF SALE AND DELIVERY

I. General

Section 1 Scope of Application

- (1) These General Conditions of Sale and Delivery apply to all sales and/or deliveries made by EURASDAUN GMBH (hereinafter referred to as "EURASDAUN") to companies, public legal entities or federal special funds under public law within the context of Section 310 in conjunction with Section 14 BGB (German Civil Code) (hereinafter referred to as "Customer"). Words printed in **bold type** in these General Terms are meant only to improve reader orientation and do not have any contextual significance.
- (2) These General Terms form a significant part of all offers, acceptance of contracts and purchase contracts made EURASDAUN. They represent the **exclusive** contractual provisions arranged with each Customer, unless special individual provisions are provided.
- (3) Unless we expressly accept the validity of a **Customer's terms and conditions** in writing, such general terms and conditions are not accepted even if we do not expressly refute these in individual cases. Our General Conditions of Sale and Delivery apply exclusively even in the event of our being fully aware of Customer's terms and conditions that are contrary or deviating from these, and we deliver to the Customer without making any special reservations.
- (4) These General Conditions of Sale and Delivery also apply to all **future business transactions** with the Customer, even when we do not refer expressly to them again; they apply until new General Conditions of Sale and Delivery come into force on being sent to the Customer by us.
- (5) With the exception of the Managing Director, authorised signatory and signing clerk, no other employee of this company is authorised to make **arrangements which deviate** from these General Conditions of Sale and Delivery.

Section 2 Offers and Conclusion of the Contract

- (1) Offers made by EURASDAUN are always nonbinding (so-called "invitatio ad offerendum") unless they are expressly designated in writing as binding. Otherwise, a contract only comes into force when we confirm the Customer's order in writing or deliver the goods. As long as a contract is not concluded, the Customer is bound to the orders/offers for one week unless a longer commitment period has been agreed or is common practice, or the Customer has expressly declared a shorter **commitment period** in the order/offer.
- (2) Only the **written order confirmation by EURASDAUN** is relevant for the scope of the delivery and the terms of contract. Supplementary agreements always require the form detailed in Section 18 Paragraph 4 of these General Terms.
- (3) All rights on cost estimations, drawings, plans or any other **technical documents** handed over to the Customer before or after the conclusion of the contract are retained by EURASDAUN, particularly proprietary rights and copyright. The Customer may not use, copy or duplicate these nor make them available to third parties or make them known in any other way without the prior consent of EURASDAUN. Upon request, these must be returned to EURASDAUN without delay.

Section 3 Prices

- (1) Unless otherwise agreed, all prices stated are "**net ex factory**" pursuant to Section 18, Paragraph 2 of these conditions, that is, without packaging, shipping, insurance (transport insurance in particular), customs and other duties, transport costs or value added tax.

- (2) Unless a different currency is expressly specified in the order confirmation by EURASDAUN, all prices are understood to be in **Euros**.
- (3) In the event of any extraordinary, unforeseeable increases in costs, for example due to **price increases** by our suppliers or exchange rate fluctuations, we are entitled to pass on these price increases to the Customer. This applies accordingly for imported goods in the event of, upon conclusion of the contract, unforeseeable introductions or reintroductions of customs duties or other European Union duties.

Section 4 International Business

- (1) For deliveries abroad, the latest version of the “International Commercial Terms” (“**Incoterms**”) published by the International Chamber of Commerce apply alongside these General Terms if a prevailing term is referred to in our order confirmation or an offer binding on us (e.g. using the abbreviations “cif”, “ex works”, “fob” etc.).
- (2) Import duties, consulate fees and any other **duties/fees** charged under the regulations of the country of destination are not included in the prices stated by us (in accordance with the equally valid Section 3 Para. 1 of these General Terms and Conditions). If, in exceptional circumstances, such a fee is expressly included in the price, then the agreed price shall be increased accordingly if the fee rates have been increased since the agreement was made.
- (3) EURASDAUN only undertakes to conform to the **requirements specified for packaging, weights and customs regulations in the respective export country** if the Customer has previously provided the exact details on these.

Section 5 Export and Import Licences

The goods and technical know-how supplied by us are intended for use in the country of destination stipulated by the Customer, and they must remain there. The re-export of the contractual goods – individually or in an integrated form – are always subject to the Foreign Trade Regulations of the Federal Republic of Germany and any other country of destination arranged with the Customer. When purchasing products for which price-fixing and / or marketing conditions exist, special terms and conditions and export regulations - e.g. embargo of the respective manufacturer - apply alongside these Terms of Delivery. The buyer undertakes to **independently inform themselves** about the relevant regulations, and to do so in compliance with the German provisions specified by the Bundesausfuhramt (Federal Export Office), 65760 Eschborn/Taunus and in compliance with the US provisions at the US Department of Commerce, OEA, Washington DC 20230. Irrespective of whether the buyer states the final country of destination of the delivered goods, it is the buyer’s own responsibility to obtain any necessary licences from the respective export authorities responsible before he exports the goods. The buyer is responsible for compliance with all the relevant regulations up to the end-user.

II. Contractual Obligations

Section 6 Payment

- (1) Our receivables are **immediately payable upon delivery of the goods** and without deductions. The Customer is in **arrears** if he does not make payment within 14 days of the due date and receipt of the invoice, at the latest however, within 30 days of receipt of the delivery. Any earlier arrears based on statutory provisions remains unaffected.
- (2) Unless otherwise expressly agreed, EURASDAUN is not liable to make payment in advance. If, in exceptional circumstances, it has been expressly agreed that EURASDAUN is to make **payment in advance**, then Section 321 BGB applies with the proviso that these provisions are also applicable if the Customer, after conclusion of the contract, has infringed upon any agreed terms of payment in this or any other contracts within the business relationship.

- (3) EURASDAUN expressly reserves the right to reject **cheques and bills of exchange** from Customers. The acceptance of such surrogate means of payment is always on account of performance. Bills of exchange are only ever accepted on the condition that they are eligible. Discounting, collection fees and bill of exchange taxes and any other costs connected with the acceptance of such payment surrogates are to be charged to the Customer. Credit notes for bills of exchange or cheques are always subject to the receipt of the invoice amount; they are made at valuation on the day on which EURASDAUN has access to the equivalent amount. In general, the Customer's **payment obligations** are only deemed to be satisfied, when the due amount on the EURASDAUN designated account is fully and unconditionally received and credited.
- (4) If, after conclusion of the contract, EURASDAUN should issue its invoice to a person other than its contractual partner (the Customer), this does not imply a change of contractual partner and notably does not imply a release of the Customer from his obligation to pay. If the invoice is sent to a third party by EURASDAUN, this should only be deemed an acknowledgement of his sharing the debt, not as an assumption of the contract.
- (5) The Customer shall be invoiced €5.00 for consecutive reminders once a debt is due. EURASDAUN's contractual and legal rights in the event of the Customer **falling into arrears** remain unaffected. EURASDAUN is entitled to charge interest amounting to 8% above the basic rate of Tax set by the German Bundesbank; EURASDAUN reserves the right to claim further or higher rates.
- (6) In the event of arrears, cheque or bill of exchange protest or circumstances entitling EURASDAUN to demand advance payments or security deposits, any deferment of payment agreement and credit terms granted to the Customer concerning the entire business relationship between EURASDAUN and the Customer may be terminated by EURASDAUN without any further requirements.

Section 7 Offsetting, Retention, Assignment

- (1) The Customer is only entitled to **offsetting or retention** if his cross-claim is undisputed by us or has been determined by law. This also applies to the plea of non-performance of the contract pursuant to Section 320 BGB.
- (2) The Customer does not have the right to assign **claims arising from the contract with EURASDAUN to any third party without EURASDAUN's written consent.**

Section 8 Delivery

- (1) Delivery shall be made by EURASDAUN as expediently as possible. Stated **delivery periods/delivery dates** are always **non-binding** unless the stipulated period/date has been expressly confirmed by EURASDAUN in writing as being binding. The relevant factor for assessing compliance with the delivery period is the date of dispatch from the factory or the warehouse or, should it not be possible to send the goods on time due to no fault of our own, notification that the goods are ready for dispatch. Where the Customer does not fulfil his obligation to cooperate, delivery periods will be extended by a deadline to be arranged individually (see Section 9 of these General Terms and Conditions).
- (2) In the case of non-binding dates for the delivery of goods and services, EURASDAUN only falls late on our obligations to deliver goods and services when the Customer serves us with a reminder, granting an appropriate **grace period** which lapses without effect and the additional legal preconditions have been met.
- (3) Deliveries made by us are always subject to **due and proper delivery by our suppliers in good time and the timely receipt** of the goods. Delayed delivery or non-delivery due to the fault of our suppliers (without any contributory fault on the part of EURASDAUN) does not represent a fault on the part of EURASDAUN.
- (4) We cannot be held responsible for delays in the delivery of goods and services due to **force majeure** or similar events or to circumstances arising after the conclusion of the contract which are beyond our control,

such as industrial disputes and official directives, and also should they occur at our supplier or sub-suppliers. In such events, the delivery period shall be extended by the duration of the impediment, including an appropriate phase-in period, up to a maximum of six months. On the expiration of this period, both parties have the right to withdraw from the contract accordingly. The same applies if one party faces substantial disadvantages due to the delay.

- (5) EURASDAUN has the right to make **partial deliveries**, insofar as this does not present difficulties for the Customer. Should partial deliveries be permitted, EURASDAUN is entitled to issue partial invoices accordingly.

Should the **delivery be delayed** at the request of the Customer due to the neglect of any required collaborative action by the Customer (e.g. delivery of fittings, modifications or extensions), should the Customer not accept the consignment or should the delivery not take place because the Customer has not met his obligations to pay, then EURASDAUN has the right to receive compensation for the extra costs incurred, notably storage costs. Storage costs may be charged commencing one week after a notification of readiness for dispatch of goods has been issued, a flat rate of 0.5% of the invoice amount being charged for each month. The Customer is entitled to provide evidence that no storage costs or considerably lower costs were incurred. EURASDAUN is entitled to provide evidence that higher expenditures were incurred. In addition, the option for EURASDAUN to withdraw from the contract or to claim for damages based on statutory provisions remains unaffected.

Section 9 Obligations of Collaborative Action / Duties of the Customer

- (1) Where special **permits, licences** (e.g. import or export licences) or similar are necessary for the effectiveness of the sales contract or the performance of the contract, the Customer shall obtain these, unless expressly agreed otherwise.
- (2) In addition, the Customer undertakes to perform in good time any **collaborative action** in line with the contract or good faith, in particular to obtain the necessary permits and to provide the fittings, modifications or extensions to be supplied by him.
- (3) EURASDAUN has the right to set the Customer a reasonable **deadline** for the performance of any such collaborative action (e.g. applying for necessary permits). Should the deadline lapse without effect, EURASDAUN is entitled to withdraw from the contract. Should required licences or permits not be available at the latest 12 months after conclusion of the contract, EURASDAUN has the right to simply withdraw from the contract.
- (4) **Return of Packaging**

The Seller's obligations pursuant to the Regulation on Packaging from 21/08/98, Federal Law Gazette I 1998, 2397 et seq. shall be paid by the Customer on behalf of the third party pursuant to Section 11 of the Regulation on Packaging. Any costs resulting from this are included accordingly in the invoice price for the goods.

Section 10 Transfer of risk

- (1) Risk is transferred to the Customer when the delivery item is handed over to the **transporting agent** (e.g. shipping agency, freight forwarder etc.) or, if transport is undertaken by EURASDAUN, at the start of loading - at the latest, however, upon leaving the factory of the place of performance (see Section 18 Para. 2 of these General Terms and Conditions). This also applies if EURASDAUN is to bear the cost of transport or has agreed to perform other services such as installation.
- (2) Should the customer request that delivery is to take place at a later date than the first possible date, or for some other reason which is within the Customer's sphere of influence, risk is transferred to the Customer once the Customer has received **notification that the consignment is ready for dispatch**.

- (3) **Insurance** of the consignment, whether it be against theft, breakage, transport, fire and water damage or any other risk is only taken out by us when expressly requested by the Customer and then always at his expense.
- (4) Unless expressly agreed otherwise, **return deliveries** to EURASDAUN are made at the cost and risk of the Customer.

Section 11 Retention of Title

- (1) EURASDAUN **retains title to the purchased items** until all current and future claims including due, non-due and conditional claims arising from the business relationship with the Customer have been paid. Where there is a running account with the Customer, the entire goods subject to retention of title act as security for the payment of the balance of the account. Should the validity of this retention of title depend on special requirements or form regulations (e.g. registration) under the Customer's national laws, the Customer undertakes to fulfil the requirements and form regulations for the validity of the retention of title at his own cost.
- (2) In the event of any infringement of the contract by the Customer, in particular in the event of default or the existence of an application for bankruptcy proceedings, EURASDAUN is entitled to demand the purchased items from the Customer, without setting a grace period, or where applicable, the assignment of the surrender claims against third parties. The repossession or seizure of the goods subject to retention of title by EURASDAUN does not imply **withdrawal from the contract** unless expressly declared in writing. The Customer shall bear the costs of such repossession. After serving a single warning, EURASDAUN has the right to utilise such repossessed goods subject to retention of title. The income from the sale less appropriate costs of sale is offset against the Customer's liabilities.
- (3) The Customer has the **right to sell the goods subject to retention of title as part of due and proper business proceedings** provided that he is not in arrears, that there is no application for bankruptcy proceedings involving his assets and that he is not under any obligation to apply for bankruptcy proceedings. If the resale of goods subject to retention of title is made on credit, the Customer undertakes to safeguard EURASDAUN's right of retention of title in the resale. Pledges, security arrangements, resale to finance the purchased goods (e.g. to leasing companies) or the transfer of their use to third parties may only be performed by the Customer with prior written consent by EURASDAUN.
- (4) Should the Customer resell goods that are subject to retention of title, he immediately **assigns to EURASDAUN** his claim **arising from the resale** along with all subsidiary rights to secure the claims. Until revoked, the Customer is authorised to collect the debts arising from the resale. However, EURASDAUN may demand that the Customer notify his debtors of the assignment. If the authorisation to collect is revoked, the Customer shall pass on to EURASDAUN all the information necessary to collect the debts and to support EURASDAUN in their recovery where required.
- (5) The Customer undertakes to **hold in safekeeping** the goods which are (jointly) owned by EURASDAUN at his own cost and to insure them against theft, breakage, fire, water and any other damage and, upon request by EURASDAUN, to provide evidence that such **insurance** has been taken out.
- (6) The Customer also undertakes to **maintain the purchased goods duly and properly** for the term of retention of title and to have any necessary repairs carried out immediately in one of the specialist workshops authorised by EURASDAUN.
- (7) The Customer shall report any seizure by **third parties** of the goods subject to retention of title to EURASDAUN without delay as soon as such action becomes known, and pass on to EURASDAUN all information and documents necessary for an intervention. The Customer is liable for the costs incurred in halting the seizure, in particular those incurred when instituting a third party appeal, provided that they cannot be acquired from the creditor instituting legal proceedings.

- (8) Where a new article is created from **processing, finishing, mixing, blending**, etc., EURASDAUN is entitled to ownership. In the even of blending, mixing, etc. with objects not belonging to the customer, EURASDAUN is entitled to joint ownership proportionately in the relationship between value of the reserved goods to the value of the other goods. The Customer's co-ownership rights, up to the value of the reserved goods, shall be transferred to EURASDAUN with immediate effect. The Customer shall be entitled to resell the goods resulting from processing in the ordinary course of business; pledges or assignment as collateral are, however, not permitted. As a precaution, claims arising from the resale or any other legal reason regarding the processed goods should be assigned by the Customer to EURASDAUN with immediate effect in the amount of the invoiced value of the relevant reserved goods sold.
- (9) Upon request by the customer, EURASDAUN will release its security interest at our own discretion, insofar as their value exceeds the claims to be secured by more than 20%.
- (10) Should the Customer acquire sole ownership of the new product while complying with statutory provisions, then the Customer and EURASDAUN hereby **agree** that EURASDAUN shall retain **joint ownership of the new** product in the ratio of the value of the combined item to the invoice value of the other product, and that the Customer shall hold the new product for EURASDAUN free of charge.

III. Defect Rights, Withdrawal and Damages

Section 12 Defects and Defect Rights

- (1) Further customer claims, in particular due to consequential damage, are excluded.
- (2) The facts and figures stated in the returns, product specifications and the descriptions of the goods sold which were valid upon conclusion of the contract and relate to the scope of delivery, appearance, performance, dimensions and weight etc., do not represent a guarantee but are simply descriptions of the product and are only to be considered as approximations. An assurance of quality is not included. Suitability of the product for the Customer's presumed purpose of use is not guaranteed, unless this has been explicitly agreed in writing for the particular case. A **guarantee** only exists when EURASDAUN expressly states this in writing.
- (3) If **after the contract has been concluded**, modifications are made to specific items with regard to their type, involving the design, material and model, and these modifications are taken into account in the delivered goods, then these modifications do not represent a defect of the purchased goods, provided that their usefulness is not impaired. Should the modifications not have been taken into account in the purchased goods, the Customer has no right to claim that such modifications are to be made.
- (4) EURASDAUN is not liable for **public statements** made by third parties (including EURASDAUN suppliers or manufacturers) if EURASDAUN is not aware of these statements or has or had no reason to be aware of them. We are not liable for public statements made by us or designated third parties if the statement was justified at the time the contract was concluded or if the Customer cannot provide evidence that the statement concerned influenced his decision to purchase.
- (5) **Guarantee is excluded** for defects and damage which are caused:
 - because a specific design or a specific material was chosen for the purchased item as instructed by the Customer;
 - because the Customer assembled the item or commissioned it incorrectly;
 - because the Customer operated the item improperly or used inappropriate equipment;
 - because the Customer did not comply with the operating instructions or maintenance regulations;
 - because the Customer used the purchased item improperly or excessively;
 - because the Customer installed third party parts (products from other manufacturers) even though this was not allowed in the operating instructions nor authorised by us in writing;
 - because the Customer dismantled the contractual item or modified it without our consent;
 - because the Customer improperly built the delivered item into another object (even if such an installation into the other object is basically in compliance with the regulations).

(6) Defect claims are also excluded if the Customer does not **lodge a complaint** about the defective goods according to the following instructions:

- defects that are visible when the goods are inspected must be reported in writing to EURASDAUN at the latest within five working days after receipt of the goods and before further processing / finishing / use (preferably on the form provided by EURASDAUN for this purpose);
- hidden defects which cannot be detected on inspection of the goods must be reported in writing to EURASDAUN within five working days of their discovery.

To maintain the deadline for complaints, it is sufficient to ensure that the defect report is forwarded in good time.

(7) Complaints do not revoke the **Customer's acceptance and payment obligations** unless the defectiveness of the goods is undisputed or final.

(8) Should the purchased goods be defective, EURASDAUN initially has the right to choose at its own discretion **how the defect is to be remedied**, whether this be done by reworking/repairing the goods, by replacing the defective part or by delivering defect-free goods. Should one of these methods of subsequent performance entail major disadvantages for the Customer, then the Customer is entitled to request another method of subsequent performance.

(9) Where the **defect is to be remedied**, the corresponding goods will be repaired or a replacement delivery will be made and no charges will be made for the necessary wages, material or freight costs. Any exchanged parts become the property of EURASDAUN when they are removed.

(10) When processing guarantee claims for **export Customers**, EURASDAUN never accepts customs duties or any other special costs associated with the place of deployment or export country of the goods.

(11) Should no subsequent performance be attempted within an appropriate **deadline** set by the Customer, which must be a minimum of two weeks, or should the setting of a deadline in compliance with the law be unnecessary in exceptional circumstances, the Customer is entitled to turn to other statutory defect claims, namely a reduction in the purchase price or withdrawal from the contract. Where a subsequent performance attempted within the deadline does not rectify the defect, the Customer may turn to the other statutory claims once a second appropriate deadline has lapsed without effect, unless in exceptional circumstances it is not reasonable to expect the Customer to wait a second time. In the case of **partial performance**, the Customer may only withdraw from the entire contract when he can provide evidence that he has no interest in such a partial performance and that the breach of duty is serious. **Claims for damages** arising from defects are possible only under the conditions outlined in Section 14.

(12) Should an inspection of the goods for which a complaint was made reveal that there is **no defect**, EURASDAUN is entitled to invoice the Customer for the expenses incurred in the inspection in line with EURASDAUN's prevailing hourly rates.

(13) The **statutory period of limitation** for defect claims is one year following delivery. The same applies to all other claims made by the Customer, including any claims for damages or claims for reimbursement of expenses.

(14) In the event of any **right of recourse** for the Customer according to Section 478 BGB, we shall provide a replacement for the necessary and proven costs of subsequent performance which were incurred due to their own use; any claims made by the Customer shall be excluded, however, if he failed to give notice duly and timely.

Section 13 Withdrawal

(1) The **Customer's right to withdraw** from the contract is governed by statutory provisions, with the proviso

that any right of withdrawal based on a breach of duty not resulting from a defect can only be accepted if EURASDAUN can be held responsible for the that breach of duty.

- (2) In the event of a withdrawal, EURASDAUN has the right to charge the Customer a flat rate of 3% of the sales price per month for benefits received by the Customer, unless the Customer can provide evidence that the value of the benefits is less. EURASDAUN's right to provide evidence of a higher value of the benefit gained remains unaffected.

Section 14 EURASDAUN's Liability for Damages

- (1) EURASDAUN is liable for infringements of duty in the case of **intent and gross negligence** and also if an important contractual duty is infringed, provided that the attainment of the contractual goal is at risk (cardinal duty) and also for basic negligence. All other claims for compensation are excluded. This limitation of liability does not apply if EURASDAUN has assumed a guarantee for damages which must be compensated in accordance with statutory provisions and also for losses to life, body and health.
- (2) Should we be liable due to basic or gross negligence, our liability is limited to any damage whose occurrence would have to be **typically** reckoned with, given the known circumstances at the time the contract was concluded.
- (3) Should we be liable due to the basic negligence or due to the gross negligence of our employees or agents who are not at management or executive level, liability is also limited to **double the amount of the compensation**. In addition, we are not liable in such cases for indirect damages, subsequent damages or loss of profits.
- (4) Within the scope of liability for damages, **proof that EURASDAUN is at fault** must be provided by the Customer who wishes compensation.
- (5) EURASDAUN is not accountable for defects due to the defectiveness of **goods supplied to EURASDAUN** unless EURASDAUN has assumed a guarantee for these goods or the defect in the supplied goods are clearly visible. EURASDAUN is not obliged to inspect goods supplied to EURASDAUN.
- (6) Where EURASDAUN's liability is excluded or limited according to these conditions, this also applies to the personal liability of **EURASDAUN's employees or freelance workers**.
- (7) The Customer undertakes to **notify** EURASDAUN without delay and in writing about any damage for which he claims EURASDAUN is liable and allow such damage to be inspected.

Section 15 Customer's Liability for Damages

Where EURASDAUN is entitled to claim for damage compensation against the Customer instead requiring the service, EURASDAUN has the right to claim a **flat rate compensation amounting to 15% of the purchase price**, unless the Customer can provide evidence of less damage. EURASDAUN reserves the right to make higher claims in line with statutory provisions.

IV. Miscellaneous

Section 16 Industrial Property Rights and Third Party Copyrights; Marketing of goods

- (1) Where the delivered goods have been manufactured according to designs or instructions provided by the Customer, the Customer must **release** EURASDAUN from any claims made by third parties on the basis of infringements of industrial property rights and copyright.
- (2) Where EURASDAUN exports goods, EURASDAUN's liability with respect to the goods manufactured in its factories applies only to **infringements of patents** issued in Germany and only to the extent that EURASDAUN will support the Customer with its in-court and out-of-court disputes with the owners of the

patents, reimburse the costs of legal proceedings to the Customer and release him of any damage claims awarded to the owner of the patent in a final verdict of the court. With respect to purchased goods or parts thereof which are not manufactured by EURASDAUN in its own factories, liability is limited to the assignment of claims which EURASDAUN holds against its suppliers.

- (3) Should the Customer put goods acquired from EURASDAUN, even in processed form, on the market, then he is solely responsible for complying with all connected legal requirements. EURASDAUN is under no obligation to provide advice or explanations on this.

Section 17 Exchange Parts

- (1) The special provisions outlined in Paragraphs 2-4 below apply to the delivery of loose spare parts and accessories in exchange for used parts at a specially agreed exchange price (so-called exchange supply).
- (2) The **used parts** must be delivered to EURASDAUN totally free of charge and free of freight costs, and must be free of defects, particularly of welded or non-welded cracks, so that they can be reworked by EURASDAUN.
- (3) Where the exchange part is delivered by EURASDAUN **before** the Customer has **sent the used part**, EURASDAUN shall initially charge the prevailing price for new spare parts instead of the exchange price. Only when the used part has been received will the Customer be credited with the difference between the new price and the exchange price.
- (4) The used part becomes the **property of EURASDAUN** on delivery. By delivering such used parts, the Customer declares that he is the owner of that used part or that he is entitled to transfer the ownership of this part and there are no third party rights on this used part.

Section 18 Privacy Policy

- (1) For the purpose of credit assessment, CRIF Bürgel GmbH, Leopoldstrasse 244, 80807 München, will provide us with any address and credit information related to your person that are stored in their database, including any data ascertained using mathematical statistical methods, provided, however, that we substantiate our legitimate interest in such data.

Section 19 Final Provisions

- (1) The **laws of the Federal Republic of Germany** shall apply. The applicability of the unified UN convention on contracts for the international sale of goods (CISG) is excluded.
- (2) **The place of performance** for all performances arising from this contract shall be the factory designated by EURASDAUN in the confirmation of the order (industrial premises). Where goods are dispatched from the factory of a third party as agreed by the parties, that factory is the place of performance.
- (3) For all disputes arising from this contract, **the place of jurisdiction** is Hamburg. However, EURASDAUN also has the right to initiate proceedings against the Customer at the location of his registered office.
- (4) Amendments to the contract, supplements and sub-agreements must be made **in writing** to become effective. This applies also and particularly to this provision concerning the written form. Where the written form is required in these General Terms, a fax transmission is adequate. Electronic data transfer (e-mail) is adequate only if an eligible electronic signature is attached in compliance with legal requirements for signatures.
- (5) Should one or several of the provisions in these General Conditions of Sale and Delivery be or become invalid, or should the contract contain an omission, then the **validity of the remaining provisions shall not be affected**. The invalid or incomplete provision shall be replaced by a ruling which comes closest to the commercial meaning and intent of the original provision.