
**General Terms and Conditions of Sale and Delivery of
Hebmüller SRS Technik GmbH and of Hebmüller Handel GmbH****§ 1 Scope of application**

1. Our following terms and conditions of sale and delivery (hereinafter referred to as “terms and conditions”) shall apply to all contracts concluded now and in the future between the buyer, insofar as the buyer is an entrepreneur, a legal entity under public law or a special fund under public law, and Hebmüller SRS Technik GmbH or Hebmüller Handel GmbH (hereinafter referred to as “we” or “us”) for the sale and/or delivery of movable goods (“goods”), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 650 BGB).
2. We do not recognize any conflicting or deviating terms and conditions of the buyer unless we expressly agree to their validity in writing. We hereby object to any terms and conditions of the buyer, even if they are communicated to us in a letter of confirmation or in any other way, or if we provide deliveries or services to the buyer without reservation, or if we accept services from the buyer without reservation and without objecting to the buyer's terms and conditions again.
3. Agreements, in particular verbal collateral agreements, promises, guarantees and other assurances made by our employees shall only become effective if a member of our management has expressly acknowledged them in writing or confirmed them in writing.
4. All agreements made between us and the buyer for the purpose of performing the contract require the written consent of a member of our management to be effective.
5. The written form required in these terms and conditions shall also be complied with by transmission by fax or e-mail.

§ 2 Conclusion of the contract; obligation of the buyer to provide information

1. Unless we have expressly designated them as binding in writing or unless they contain a binding acceptance period, our offers are always subject to change and non-binding; this also applies to repeat orders based on previous offers, price lists, circulars and similar advertising material. The contract is not concluded until a member of our management has confirmed acceptance of the order in writing or the delivery has been carried out. Our written order confirmation shall be decisive for the scope of delivery, in the case of an offer with a time limit and acceptance within the time limit, the offer shall be decisive if no order confirmation has been received in good time. We reserve the right to correct errors in offers, order confirmations and invoices.

2. We reserve the right of ownership or copyright to all offers and cost estimates submitted by us as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the buyer. The buyer may not make these items accessible to third parties, disclose them, use them himself or through third parties or reproduce them without our express consent. At our request, he must return these items to us in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of normal data backup.
3. We reserve the right to make changes and improvements in construction and design which are reasonable for the buyer, which are necessary due to technical, legal or official requirements and which do not negatively affect the contractually agreed quality of the goods as well as deviations in quality, design and colour customary in terms of materials and trade practices.
4. The buyer shall notify us in writing prior to the conclusion of the contract if the goods to be delivered are not to be suitable exclusively for normal use or if the goods are to be used under unusual conditions or conditions that pose a particular health or safety risk. He must also inform us in writing of atypical damage possibilities or amounts of damage associated with the specific contract.
5. Written notifications by us shall be deemed to have been received by the buyer in accordance with the usual postal procedure if they were sent to the address, fax number or e-mail address of the buyer last known to us and if we can prove this. Excluded from the presumption of receipt are declarations of particular importance, in particular notices of termination, declarations of withdrawal and the setting of grace periods.

§ 3 Price and terms of payment; Plea of uncertainty

1. The prices apply to the scope of services and delivery listed in our order confirmation. Additional or special services shall be charged separately. The prices are quoted in Euros ex works plus packaging, the statutory value added tax applicable at the time of conclusion of the contract, customs duties in the case of export services as well as fees and other public charges.
2. We reserve the right to change our prices appropriately at our reasonable discretion if price-relevant cost reductions or cost increases occur after conclusion of the contract, in particular due to collective wage agreements or changes in the price of materials and energy. We shall exercise this right in particular if there are more than four months between the original calculation and the date of performance. In the event of cost reductions, e.g. relating to products from third-party suppliers, we shall be entitled to reduce the prices insofar as these cost reductions are not fully or partially offset by increases

in other areas. We can only use price increases, e.g. relating to products from third-party suppliers, to increase costs to the extent that they are not offset by any reduced costs in other areas. When exercising our reasonable discretion, we shall select the time of a price change in such a way that cost reductions are not taken into account according to more unfavourable standards for the buyer than cost increases. We shall notify the buyer in writing of any price change in good time before the changed prices take effect. The buyer may terminate the contract in writing in the event of a subsequent price increase, but only within two weeks from the date on which the buyer received the announcement of the price increase.

3. All invoices are payable immediately upon invoicing without deduction (due date), unless otherwise agreed. The date of receipt in our business account shall be decisive for the date of payment. The buyer shall be in default no later than 30 days after the due date of the receivables without the need for a reminder. If the term of payment is exceeded, at the latest from the date of default, we shall be entitled to charge interest at a rate of 9 percentage points above the base interest rate. We reserve the right to assert further claims for damages caused by default. Our claim to commercial maturity interest (§ 353 HGB) against merchants remains unaffected.
4. Money orders and checks shall only be accepted by special written agreement and only on account of payment. Subject to their receipt, checks shall be credited on the value date on which we can finally dispose of the equivalent value. All costs arising from this shall be borne by the buyer.
5. If the buyer defaults on payment and is responsible for this, we may declare our withdrawal from the contract and demand compensation instead of performance after the fruitless expiry of a reasonable deadline set. The buyer's right to determine which claims are fulfilled by his payments is waived in favour of the statutory repayment regulation of § 366 para. 2 BGB.
6. Insofar as our claim for payment appears to be jeopardized as a result of circumstances occurring after conclusion of the contract, due to which we fear a significant deterioration in the buyer's assets, we shall be entitled to make outstanding claims due and payable immediately. If the buyer is in arrears with payment, which in our view indicates that our claim is at risk, we shall also be entitled to take back goods already delivered, to enter the buyer's premises if necessary and to retrieve the goods. We may also prohibit the use of the delivered goods. If we incur costs for the disposal of the returned goods, the buyer must reimburse us for these costs. This does not apply if the buyer is not responsible for the delay in payment. Taking back the goods does not constitute withdrawal from the contract. In both cases, we may demand advance payment for outstanding deliveries or services. The buyer can avert all these legal consequences by providing security in the amount of our jeopardized payment

claim. We are entitled to the usual type and scope of security for our claims, even if they are conditional or limited in time. The statutory provisions on default of payment shall remain unaffected.

§ 4 Offsetting; retention rights

The buyer is not entitled to offset against our claims unless the counterclaim is undisputed or has been finally adjudicated. Furthermore, the buyer shall not be entitled to withhold payments or suspend other obligations incumbent upon it unless we have materially breached obligations due under the same contractual relationship despite a written warning and have not offered adequate security. § Section 215 BGB shall not apply. In the event of defects in the delivery or service, the buyer's counter-rights shall remain unaffected.

§ 5 Retention of title

1. The delivered goods shall remain our property until all claims arising from the business relationship with the buyer (including costs of documentation) in main and ancillary matters have been settled in full. In the case of a current account, the retained title shall serve as security for our balance claim.
2. The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The buyer must inform us immediately in writing if an application for the opening of insolvency proceedings is filed.
3. In the event of access by third parties to the goods subject to retention of title or to the claims assigned to us or other securities, in particular in the context of enforcement measures, the buyer must point out our ownership and notify us immediately in writing of the impending, imminent or already occurred access by third parties, handing over the documents necessary for an intervention. This shall also apply to impairments of any other kind. If the third party is not in a position to reimburse us for the judicial or extrajudicial costs of asserting our rights, the buyer shall be liable for the costs incurred by us.
4. The buyer is revocably entitled to process the items delivered by us in the ordinary course of business or to combine them with other items. The processing or combination shall be carried out for us as manufacturer within the meaning of § 950 BGB, so that we shall acquire ownership of the items resulting from the processing or combination without any obligation on our part. Insofar as our ownership of the goods is lost as a result of the processing, the buyer is obliged to grant us co-ownership of the newly created item insofar as he himself is the (co-)owner.
5. The buyer is entitled to resell the delivered goods or the products resulting from processing, mixing or combining them in the ordinary course of business, but only with reference to the retention of title and as long as he is not in default. The buyer's claims arising from the resale of the goods subject to retention of title are hereby assigned to us in the amount of the final invoice amount (including VAT)

to secure all our claims arising from the business relationship, irrespective of whether these goods are sold without or after processing and whether they are sold to one or more customers. If the reserved goods are sold by the buyer together with other goods not sold by us, the claim from the resale shall be assigned in proportion to the invoice value of the other goods sold. In the case of the sale of goods in which we have co-ownership shares in accordance with subpara. 4 above, a part of the claim corresponding to the co-ownership share shall be assigned to us. The same shall apply if the reserved goods alone or together with other goods are the subject or partial subject of a contract for work and services or similar contract. We hereby accept the aforementioned assignments. The advance assignments shall also extend to all surrogates for the goods subject to retention of title, e.g. claims against third parties (insurance, damaging party) due to loss, destruction or damage to the goods subject to retention of title. The buyer is entitled to collect claims from the resale on a fiduciary basis until our revocation, which is permissible at any time. At our request, the buyer is obliged to inform his customers immediately of the assignment to us - unless we do so ourselves - and to provide us with the information and documents required for collection.

6. We undertake to release the securities to which we are entitled at the request of the buyer to the extent that the realizable value of the securities exceeds the claims to be secured by more than 10%; we shall be responsible for selecting the securities to be released.
7. If the above rights of retention of title are not effective or not enforceable according to the law in whose area the reserved goods are located, the security corresponding to the retention of title in this area shall be deemed agreed. The buyer hereby assures us that it will take all necessary measures and cooperate in such measures which are required to establish and maintain comparable rights or securities.
8. In the event of breach of contract by the buyer, in particular in the event of default in payment, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods delivered under retention of title and to take them back; the buyer shall be obliged to return the goods. The demand for return and the taking back of the goods shall not constitute a withdrawal from the contract unless we have expressly declared this in writing. Rather, we are entitled to merely demand the return of the goods and reserve the right to withdraw from the contract. If the buyer does not pay the purchase price due, we may only assert these rights if we have previously set the buyer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions. After taking back the goods delivered subject to retention of title, we shall be authorized to sell them. The proceeds of the sale shall be set off against the Buyer's liabilities less reasonable costs of sale.

§ 6 Delivery periods and deadlines; default

1. Delivery and performance dates or deadlines which have not been expressly confirmed as binding in writing by a member of our management are deemed non-binding. Binding delivery periods shall commence upon receipt of the order confirmation by the buyer, but no later than 3 days after dispatch of the order confirmation. They shall not commence before the documents, approvals and releases to be procured by the buyer have been provided, not before all technical questions have been clarified, not before an agreed down payment has been received and not before other obligations assumed by the buyer have been fulfilled. The defence of non-performance of the contract remains reserved.
2. Delivery deadlines and dates shall be deemed to have been met if the goods have left our premises by the time they expire. If the goods cannot be dispatched on time through no fault of our own or are not called off by the buyer on time, the deadlines and dates shall be deemed to have been met upon notification of readiness for dispatch.
3. Our delivery obligation is subject to correct and timely delivery to us, unless we are responsible for the incorrect or untimely delivery to us. We do not assume any procurement risk.
4. We shall not be liable for impossibility or delay in delivery or performance - even within the delay - insofar as this is caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, mobilization, war, riot, strike, traffic accident, natural disasters, sabotage, serious illness of relevant employees, pandemic, epidemic, quarantine, border closures, lockdown, exit restrictions, official or sovereign interventions or similar events) for which we are not responsible. If such events make delivery or performance significantly more difficult or impossible for us and the hindrance is not only of a temporary nature, we are entitled to withdraw from the affected contract. In the event of hindrances of a temporary duration, the delivery or performance deadlines shall be extended or the delivery or performance dates shall be postponed by the period of the hindrance plus a reasonable restart period. If the buyer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the affected contract by immediate written declaration to us.
5. If delivery is delayed at the buyer's request, he shall be charged the costs incurred for storage, starting one month after notification of readiness for dispatch, but at least 5% of the invoice amount for each month in the case of storage at our works. This does not exclude the possibility of damage caused by default of acceptance. However, we shall be entitled to dispose of the delivery item elsewhere after setting a reasonable deadline and fruitless expiry of this deadline and to supply the buyer within a reasonably extended period.

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6. We are entitled to make partial deliveries if
- the partial delivery can be used by the buyer within the scope of the contractual purpose and is reasonable for him,
 - the delivery of the remaining ordered goods is ensured and
 - the buyer does not incur any significant additional work or costs as a result (unless we agree to bear these costs).
7. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the buyer is required. If we are in default, the amount of compensation due to default shall be limited to 1.0% for each full week of delay, up to a maximum of 5% of the value of the delayed part of the performance. The buyer reserves the right to prove that higher damages have been incurred. We reserve the right to prove that no loss at all or only a significantly lower loss has been incurred.
8. After expiry of a reasonable grace period set by him in writing, which is at least two weeks, the buyer may withdraw from the contract concerned to the extent that the goods have not been dispatched or reported as ready for dispatch or the service has not been rendered by the expiry of the grace period. The same applies if the delivery of the goods or the provision of the service becomes impossible for reasons for which we are responsible. We shall inform the Buyer immediately of the occurrence of an unforeseen event and shall specify a period for subsequent performance.
9. The buyer shall not be entitled to any further rights due to default. Recourse to other bases for claims, in particular of a non-contractual nature, is excluded.

§ 7 Dispatch, packaging, transfer of risk, acceptance

1. The type of shipment and packaging shall be at our discretion.
2. The risk shall pass to the buyer when the goods are handed over to the party designated to carry out the shipment (whereby the start of the loading process shall be decisive), at the latest when the goods leave our factory or warehouse, even in the case of delivery “free place of destination”, irrespective of who bears the freight costs and whether the shipment is made from the place of performance. This shall also apply if partial deliveries are made or if we have assumed other services (e.g. shipment or installation). If shipment is delayed due to circumstances for which the buyer is responsible, the risk shall pass to the buyer upon notification that the goods are ready for shipment or collection.
3. We will only insure the shipment against theft, transport, breakage, fire and water damage or other insurable risks at the express request of the buyer and at the buyer's expense.

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4. In the event of transport damage, the buyer must immediately arrange for a report to be made to the responsible authorities (transport company) and notify us in writing. Delivered goods must be accepted by the buyer without prejudice to his warranty rights, even if they have minor defects.
 5. If acceptance is to take place, the goods shall be deemed to have been accepted when
 - the delivery and, if we also owe the installation, the installation has been completed,
 - we have notified the buyer of this with reference to the fiction of acceptance in accordance with this § 7 para. 5 and have requested him to accept the goods,
 - twelve working days have passed since delivery or installation or the buyer has started to use the goods and in this case six working days have passed since delivery or installation, and
 - the customer has failed to accept the goods within this period for a reason other than a defect notified to us which makes the use of the goods impossible or significantly impairs it.

§ 8 Warranty; obligation to inspect and give notice of defects

1. The statutory provisions shall apply to the rights of the buyer in the event of material defects and defects of title (including incorrect and short deliveries as well as improper assembly/installation or defective instructions), unless otherwise specified below.
2. The basis of our liability for defects is above all the agreement reached on the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were made public by us (in particular in catalogues or on our internet website) at the time of conclusion of the contract shall be deemed to be an agreement on quality in this sense. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (Section 434 (3) BGB). Our public statements shall take precedence over statements made by third parties.
3. In the case of goods with digital elements or other digital content, we shall only be obliged to provide and, if necessary, update the digital content if this is expressly stated in a quality agreement in accordance with subpara. 2 above. In this respect, we assume no liability for public statements made by third parties.
4. References to standards and similar regulations as well as information on grades, types, dimensions, weights and usability of the products, information in drawings and illustrations as well as statements in advertising material are not assurances or guarantees unless they are expressly designated as such in writing. The same applies to declarations of conformity and associated marks such as CE or GS.
5. The buyer alone shall bear the risks of suitability and use.

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6. The existence of a defect of title shall be determined pursuant to § 435 BGB.
 7. The buyer's warranty rights require that the buyer has properly complied with its statutory duties of inspection and notification of defects and its duties under these terms and conditions. The buyer is obliged vis-a-vis us to inspect each individual delivery immediately and in every respect for recognizable and typical deviations and to notify us in writing of any defect found immediately, but no later than three (3) days after delivery. Defects which are only discovered later despite the most careful inspection must be reported in writing immediately, but at the latest within five (5) days of discovery. In the case of building materials and other goods intended for installation or other further processing, an inspection must always be carried out immediately before processing. If a defect is discovered during delivery, inspection or at any later time, we must be notified immediately in writing. If the buyer fails to properly inspect the goods and/or report defects, our liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, the buyer shall in particular have no claims for reimbursement of corresponding costs and expenses ("dismantling and installation costs").
 8. If the goods have a defect for which we are responsible, we shall, at our discretion, remedy the defect or supply a replacement. In the event of rectification of the defect, we shall be obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the goods have been taken to a place other than the place of performance.
 9. The buyer must give us the opportunity to determine the defect complained about and to inspect the goods complained about. Rejected goods must be returned to us immediately at our request; we shall bear the transportation costs if the complaint is justified. If the buyer does not give us the opportunity to inspect the rejected goods or samples thereof despite being requested to do so, he may not claim that the goods are defective. An unjustified request to remedy a defect shall entitle us to compensation if the buyer could have recognized that there was no material defect upon careful inspection.
 10. We shall not be liable for material defects caused by unsuitable or improper use or storage of the goods by the Buyer or third parties, normal wear and tear, incorrect or negligent handling, nor for the consequences of improper modifications to the goods by the buyer or third parties made without our consent. The same applies to defects that only insignificantly reduce the value or suitability of the goods.

11. In the event of defects in components from other manufacturers which we cannot remedy for licensing or factual reasons, we shall, at our discretion, assert our warranty claims against the manufacturers and suppliers for the account of the buyer or assign them to the buyer. Warranty claims against us for such defects shall only exist under the condition and in accordance with these terms and conditions if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, for example due to insolvency. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the buyer against us shall be suspended.
12. Further claims due to the defectiveness of the goods do not exist. Recourse to competing bases for claims, in particular of a non-contractual nature, is excluded. Claims of the buyer for reimbursement of expenses pursuant to § 445a para. 1 BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c sentence 2, 327 para. 5, 327u BGB).
13. Any claims of the buyer due to the delivery of defective goods shall become time-barred one (1) year after the statutory commencement of the limitation period. In the case of an item that has been used for a building in accordance with its normal use and has caused its defectiveness, the statutory limitation periods shall apply (§ 438 para. 1 no. 2 BGB). Claims for fraudulent and intentional breach of contract also remain unaffected. Replacement delivery or rectification of defects shall not lead to new limitation periods.
14. Any delivery of used goods agreed with us in individual cases shall be made to the exclusion of any warranty for material defects.

§ 9 Liability; Indemnification

1. With the exception of liability under the Product Liability Act (ProdHaftG), due to fraudulent concealment of a defect, due to a guarantee which we have assumed for the quality of the goods or service or for damages resulting from culpable injury to life, limb or health, we shall only be liable to the buyer for damages in the event of a breach of obligations arising from the contract concluded between us in accordance with the following provisions, without, however, waiving the statutory requirements for such liability.
2. We shall only be liable for the culpable breach of material contractual obligations and for the intentional or grossly negligent breach of other contractual obligations owed to the buyer. Material contractual obligations are those obligations the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the buyer regularly relies and may rely.

3. In the event of a simple negligent breach of material contractual obligations, our liability shall be limited to compensation for the foreseeable, typically occurring damage.
4. In the event of a simple negligent breach of other, i.e. non-material contractual obligations towards the buyer, our liability is excluded.
5. The above limitations of liability shall also apply in the event of breaches of duty by or in favour of persons whose fault we are responsible for according to statutory provisions.
6. A change in the burden of proof to the detriment of the buyer is not associated with the above limitations.
7. Without waiving any further claims on our part, the buyer shall indemnify us without limitation against all claims of third parties which are asserted against us on the basis of product liability or similar provisions, insofar as the liability is based on circumstances which were caused, for example, by the use, marketing or advertising of the goods by the buyer or other third parties without our express and written consent.
8. Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by us, this shall be done free of charge and to the exclusion of any liability.

§ 10 Access regulation according to EN/AS ISO 9100

When ordering parts for the aerospace industry, we undertake to grant access for authorities and end customers to the business and operating premises of our company in accordance with EN/AS ISO 9100 and to impose a corresponding contractual obligation on our suppliers to grant access for authorities and end customers to the business and operating premises of their company in accordance with EN/AS ISO 9100.

§ 11 Industrial property rights

1. We warrant in accordance with this § 11 that the delivered goods are free from industrial property rights or copyrights of third parties. Each contracting party shall immediately notify the other contracting party in writing if claims are asserted against it due to the infringement of such rights.
2. In the event that the delivered goods infringe an industrial property right or copyright of a third party, we shall, at our discretion and at our expense, modify or replace the goods in such a way that the rights of third parties are no longer infringed, but the goods continue to fulfil the contractually agreed functions, or procure the right of use for the buyer by concluding a license agreement. If we do not succeed in doing so within a reasonable period of time, the buyer is entitled to withdraw from the contract or

to reduce the purchase price appropriately. Any claims for damages by the buyer are subject to the limitations of § 9 of these terms and conditions.

3. In the event of infringements of rights by products of other manufacturers supplied by us, we shall, at our discretion, assert our claims against the manufacturers and upstream suppliers for the account of the buyer or assign them to the buyer. In such cases, claims against us shall only exist in accordance with this § 11 if the judicial enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or is futile, for example due to insolvency.
4. If we have delivered goods according to specifications, samples, drawings, models, specimens or other documents provided by the buyer, the buyer shall guarantee that the industrial property rights of third parties are not infringed. If third parties prohibit us in particular from manufacturing and delivering such goods with reference to industrial property rights, we shall be entitled - without being obliged to examine the legal situation - to cease any further activity in this respect and to claim damages if the buyer is at fault. The buyer also undertakes to indemnify us immediately against all claims of third parties in connection therewith.

§ 12 Place of performance; place of jurisdiction; applicable law; final provisions

1. The parties shall attempt to settle any disputes arising out of or in connection with the legal relationship between them immediately in good faith through negotiation.
2. If the parties do not succeed in settling the disputes arising by negotiation within 30 days after one party has requested the other in writing to enter into negotiations, both parties shall be entitled to take recourse to the ordinary courts. The courts at our registered office shall have jurisdiction for all disputes arising from or in connection with the legal relationship between the parties. However, we may also sue the buyer at his general place of jurisdiction at our discretion.
3. The place of performance for all obligations arising from the contractual relationship with the buyer shall be our registered office. If we also owe the installation, the place of performance shall be the place where the installation is to be carried out.
4. All legal relationships between us and the Buyer shall be governed by German law, excluding the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).
5. In addition to these terms and conditions, our code of conduct, which can be accessed at <https://www.hebmueller.group/compliance-konformitaet> , shall apply to the contractual relationship with the buyer and which we will be happy to make available to the buyer on request.
6. There are no verbal or written collateral agreements.

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7. Individual agreements and specifications in our written order confirmation shall take precedence over these terms and conditions. Amendments and additions to these terms and conditions through individual contractual agreements between the parties do not require any form. Otherwise, amendments or additions must be made in text form.

 8. Should any provision of these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of these terms and conditions. The parties hereby agree to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic intent of the invalid provision. This also applies in the event of an unintended loophole.