

# General Conditions of Trading

## Groschopp AG Drives & More

### 1. Scope of Deliveries and Service

- 1.1 The General Terms and Conditions (hereinafter referred to as GTC) apply to all contracts between Groschopp AG Drives & More (hereinafter referred to as **Seller**) and its **Buyers** (hereinafter referred to as **Buyer**). The contracting party is Groschopp AG Drives & More, Greepsallee 49, D 41747 Viersen, represented by the Management Board, Register Court: Mönchengladbach District Court, VAT ID according to § 27a UStG: DE 812 982 657.
- 1.2 The following terms and conditions apply only to companies within the meaning of § 14 BGB (German Civil Code).
- 1.3 Unless expressly agreed otherwise, these GTC shall apply exclusively in the version valid at the time of conclusion of the contract. The latest version of the GTC will be sent to the **Buyer** on request and can be viewed, downloaded and printed out independently of this at any time at <https://www.groschopp.de/en/terms>.
- 1.4 The following terms and conditions shall apply to all contracts, deliveries and other services of the **Seller**, unless they are amended or excluded with the express written consent of the **Seller**.
- 1.5 The Terms and Conditions shall also apply to all future contracts, deliveries and services, even if their applicability is not communicated to the **Buyer** again with the **Seller's** offer or order confirmation.

### 2. Written form

If as the written form is intended in the GTC, this shall also be ensured to have been complied with, if the corresponding declarations are transmitted by fax or e-mail. A written agreement shall also be deemed to have been concluded, if the **Seller** and its contracting parties each make declarations in writing which are identical in content.

### 3. Scope of deliveries or services

- 3.1 Offers which do not include a period of acceptance (binding period) are not binding.
- 3.2 The contract shall be concluded upon dispatch of the order confirmation and its attachments by the **Seller**. If no specification is attached to this, the deliveries and services ("Delivery") shall be made in accordance with the information in the **Seller's** technical specifications and the (mandatory) laws, regulations and standards valid in Germany at the time of the offer (§ 434 No. 1 clause No. 2 BGB).
- 3.3 In the absence of any other written agreement, the **Buyer** acknowledges the binding nature of these GTC upon conclusion of the contract. Any terms and conditions of the **Buyer** shall not apply. The terms and conditions of the **Buyer** are hereby expressly contradicted.
- 3.4 Technical specifications in advertising brochures and catalogues may deviate.
- 3.5 In the case of the customized product to be manufactured by the **Seller**, these general terms and conditions of sale and delivery of the **Seller** shall apply exclusively.
- 3.6 Subsidiary agreements shall only be effective, if they have been confirmed in writing (see clause 2) by both parties.

### 4. Prices

- 4.1 The **Seller's** prices are quoted to be ex works, without packaging, insurance and freight, plus the current valid VAT, which shall be specified separately on the invoice. The confirmed prices are based on the material prices and wages valid at the time of acceptance of the order. The **Seller** reserves the right to invoice the prices for deliveries, which are decisive on the basis of the material prices and wages valid at the time of delivery. Changes in the material shall be invoiced separately by means of a MTZ (Material Expense Surcharge), which shall be updated at the beginning of each current month. The decisive date for the calculation shall be the order date or call-off date, depending on which of these dates occurred latest.
- 4.2 If the circumstances on which the pricing is based, in particular currency parities or state/official taxes, levies, fees, customs duties, etc., change between the time of the quotation and the agreed delivery date, the **Seller** shall be entitled to adjust prices and conditions to the changed circumstances.
- 4.3 The minimum order value is € 300.00.

### 5. Payment

- 5.1 In principle, delivery shall be made on the terms of payment stated in the order acceptance. This also applies in particular to repair services and spare parts deliveries.
- 5.2 Cheques and letter of credits are not accepted instead of payment, but subject to punctual encashment. The amount shall be credited to the order's liability after deduction of all costs incurred by the **Seller**.
- 5.3 If the **Buyer** fails to meet his payment obligations, the entire remaining debt shall become due immediately. At the same time, subject to the assertion of further claims for damages caused by default, interest on arrears shall be charged from the due date at a rate of 5 percentage points above the applicable ECB base rate until further notice. Incoming payments shall be set off against the oldest claims of the **Buyer**. Other and further claims - in particular due to default on the part of the **Seller's** contractual partner - shall remain unaffected.
- 5.4 The **Seller's** commercial agents are only authorized to accept payments in discharge of debt, if they are specifically authorized to do so by the **Seller**. Otherwise, the payment shall be deemed not to have been executed.
- 5.5 The **Seller's** invoices shall be deemed accepted, if the **Buyer** does not contradict in writing within 30 days of receipt of the invoices. The **Seller** shall advise the **Buyer** to this fact in each invoice.

### 6. Technical changes

The **Seller** reserves the right to make customary or technically unavoidable deviations (e.g. changes in materials, formulations, processes, physical or chemical quantities, colours, raw materials), as far as this is not unreasonable for the **Buyer**.

### 7. Counterbalance, right of retention, assignment

- 7.1 The **Buyer** shall not be entitled to counterbalance any claims of the **Seller** arising from the same contractual relationship unless the **Buyer's** counterclaims have been finally adjudicated or are undisputed.
- 7.2 The assertion of a right of retention by the **Buyer** on account of claims which are not based on the same contractual relationship shall be excluded, if these claims are not recognized by the **Seller** and have not been legally established.
- 7.3 The **Seller** shall be entitled without restriction to assign claims against the **Buyer** to third parties. The **Buyer** shall only be entitled to assign claims of any kind against the **Seller** with the **Seller's** written agreement.

### 8. Property reservation / Retained items

- 8.1 The items remain the property of the **Seller** until such time, that all obligations and demands within a contract, and arising from any order have been fulfilled. As long as items are in the **Seller's** property, these items shall hereinafter be referred to as retained items. As far as payment of the liability by "cheque/bill of exchange procedure" has been agreed with the **Buyer**, the retention of title shall also extend to the encashment by the **Buyer** of the bill of exchange accepted by the **Seller**, including all contingent liabilities, and shall not expire by the crediting of the cheque received by the **Seller**. In this respect, all orders shall be deemed to be a single transaction.
- 8.2 Until such time as the **Buyer** may sell the items subject to retention of title in accordance with clause 8.1 in the ordinary course of business under its usual terms and conditions and as long as it is not in default. The precondition is that the **Buyer** agrees a retention of title with his **Buyer** and that the claims (final invoice amounts, including VAT) arising from the resale are assigned to the **Seller** with immediate effect in whole or in part in the ratio in which he is entitled to (co-)ownership of the items sold. The **Buyer** is not entitled to dispose of the items in any other way. The same shall also apply in the event that the **Buyer** sells the items subject to retention of title in accordance with clause 8.1 together with other items not purchased from the **Seller**.
- 8.3 The **Buyer** shall be obliged to treat the items subject to retention of title in accordance with clause 8.1 with care; in particular, the **Buyer** shall be obliged to insure the items subject to retention of title adequately at replacement value against fire, water and theft damage at its own expense. If maintenance and inspection work is required, the **Buyer** must carry this out in due time at its own expense.
- 8.4 The **Seller** commits to release the securities to which it is entitled at the **Buyer's** request to the extent that the **Buyer** pays for the Retained Items in accordance with clause 8.1 or alternatively provides other securities, which exceed the value of the items for the claim to be secured by more than 10%.
- 8.5 In case of a breach of contract by the **Buyer**, in particular in the event of default in payment, the **Seller** shall be entitled to reclaim the items. Taking back the items shall not constitute a withdrawal from the purchase contract. After taking back the items, the **Seller** shall be entitled to utilize them. The proceeds of the utilization shall be credited against the liabilities of the **Buyer**, less reasonable utilization costs.
- 8.6 The **Buyer** is not entitled to pledge the **Seller's** items or to assign them to third parties as security. In the event of pledges or other interventions by third parties, the **Buyer** shall immediately notify the **Seller** in writing and inform the third party of the **Seller's** rights. As far as the third party is not in a position to reimburse the **Seller** for the court and out-of-court costs of an action of opposition, the **Buyer** shall be liable for the loss incurred by the **Seller**.
- 8.7 Any processing of the items delivered by the **Seller** by the **Buyer** shall be carried out for the **Seller** as manufacturer within the meaning of § 950 BGB (extended retention of title). The **Seller** shall not be under any obligation as a result of the processing. The processed items shall be deemed to be items subject to retention of title within the meaning of clause 8.1.  
If the retained items are processed, combined or mixed with other items not owned by the **Seller** by the **Buyer** or its agents, the **Seller** shall be entitled to co-ownership of the new item in the ratio of the invoice value of the retained items to the invoice value of the other items used. If the **Seller's** ownership expires as a result of combining or mixing, the **Buyer** shall transfer to the **Seller** already at the time of delivery the ownership rights to which it is entitled in the new stock or the new item to the extent of the invoice value of the items subject to retention of title and shall hold them in safe custody free of charge. The co-ownership rights arising hereunder shall then also be deemed to be retained items.
- 8.8 If the retention of title or the assignment is not effective under the law in whose area the items are located, an alternative security corresponding to the retention of title or the assignment in this area shall be deemed agreed. If the cooperation of the **Buyer** is required in this respect, the **Buyer** shall take all activities necessary to establish and maintain such rights. In such a case, such alternative security - free of assignments to third parties - shall be confirmed and documented to the **Seller** in writing without being requested to do so.

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### 9. Periods and dates for supplies or services

- 9.1 With regard to the deadlines for supplies, the written declarations of both parties shall be authoritative. Compliance with the time limits shall be conditional upon the timely receipt of all documents to be supplied by the **Buyer**, necessary approvals, releases, the timely clarification and approval of plans, compliance with the agreed terms of payment and other obligations. If these prerequisites are not fulfilled in time, the deadlines shall be extended accordingly.
- 9.2 The deadlines shall be deemed to have been met, if the operational consignment has been dispatched or collected within the agreed delivery or performance period. If supplies are delayed for reasons for which the **Buyer** is responsible, the deadlines shall be deemed to have been met upon notification of readiness for dispatch within the agreed deadlines.
- 9.3 The delivery period shall be extended and deadlines postponed appropriately (also within a delay).
- 9.3.1 if the **Seller** does not receive the information required for the performance of the contract in due time or, if the **Buyer** subsequently requests changes or additions,
- 9.3.2 if barriers arise for which the **Seller** is not responsible despite exercising due care, irrespective of whether these arise at the **Seller's**, the **Buyer's** or a third party's premises. Such barriers include, for example, export and import restrictions, boycott orders by governmental or supranational organizations, official actions or omissions, riots, labor disputes, strikes, lock-outs and other operational disruptions for which the **Seller** is not responsible, epidemics, natural events, hacker attacks, mobilization, war and terrorist activities. In the event of the occurrence of such disabilities, the **Seller** shall inform the **Buyer** immediately of the extent and the background and keep the **Buyer** up to date.
- 9.3.3 if the **Buyer** or a third parties engaged by the **Buyer** are in backlog with the work to be carried out by them or in default in the performance of their contractual obligations, or if the **Buyer** does not comply with the terms of payment.
- 9.4 The right of the **Buyer** to withdraw from the contract after the fruitless expiry of a grace period granted to the **Seller** remains unaffected.
- 9.5 If dispatch or delivery is delayed at the request of the **Buyer**, the **Buyer** may be charged storage costs amounting to 0.5% of the invoice amount for each month or part thereof, commencing one month after notification of readiness for dispatch. The storage charge shall be limited to 5 % of the value of the items, unless higher costs are proven.

### 10. Transfer of risk, transport, delivery, packaging, insurance,

- 10.1 The risk of accidental loss and accidental deterioration of the items as well as the delay of deliveries due to accidental events shall pass to the **Buyer** when the items are handed over to the forwarding agent, the carrier or any other third party appointed to carry out the shipment.
- 10.2 Deliveries shall be made in suitable packaging materials at the **Seller's** option.
- 10.3 The **Seller** shall insure the delivery items against any insurable risk requested by the **Buyer**, in particular against theft and transport damage, only on the basis of the **Buyer's** request and at the **Buyer's** expense.
- 10.4 If dispatch is delayed at the request of the **Buyer** (see clause 9.6) or for reasons for which the **Buyer** is responsible, the aforementioned risk shall pass to the **Buyer** as soon as the items are ready for dispatch and the **Seller** has notified the **Buyer** thereof. In this case, the items shall be stored at the **Buyer's** expense and risk.

### 11. Call-Off orders

- 11.1 Call-off orders placed by **Buyer** shall be accepted without special agreement within a reasonable period of time, but no later than 12 months from the date of (first) acceptance of the order. Call-off orders shall correspond to at least 10% of the total order volume. If acceptance does not take place in due time, the **Seller** may, at its discretion, store the items ready for dispatch at the **Buyer's** expense and risk and invoice them as delivered, charging the agreed price, or dispatch them after prior notice.
- 11.2 In the event that the call period pursuant to clause 11.1 is exceeded, the **Seller** shall also be entitled to withdraw from the contract in whole or in part and to claim damages for non-performance after the unsuccessful expiry of a reasonable grace period granted to the **Buyer**.

### 12. Acceptance of Items

- 12.1 Delivered items shall be accepted by the **Buyer**, even if they show minor faults.
- 12.2 Partial deliveries and deliveries before the expiry of the delivery period are permissible and do not constitute any reason for complaint.
- 12.3 As a matter of principle, the **Seller** reserves the right to deviate up to 5 % upwards and downwards from the confirmed delivery quantity. The **Seller** shall not be in delay as a result of such a short delivery.
- 12.4 If the **Buyer** is in delay with the acceptance of the services in whole or in part, the **Seller** shall be entitled, after the fruitless expiry of a reasonable period of grace set by it with the warning that it will reject the services in the event of expiry of the deadline, either to withdraw from the purchase contract or to demand damages instead of performance. However, this only applies to the part of the contract not to be fulfilled by the **Seller**. The **Seller** shall always not be entitled to claim damages, if the **Buyer** is not at fault with regard to the delay in acceptance.
- 12.5 If the **Buyer** is in delay of acceptance, the **Seller** may demand storage charges in accordance with clause 9.6 after one month has elapsed since receipt of the notification that the items are ready for delivery and segregation of the items.

### 13. Warranty, liability and faults

- 13.1 Claims of the **Buyer** due to faults of the items shall be subject to the condition that he has duly complied with his obligation to examine the items and to give notice of faults as provided for in § 377 of the German Commercial Law (HGB), such notice of faults having to be given in writing. If the **Buyer** fails to give notice of faults in due form and time, he shall no longer be entitled to assert claims on account of the notified circumstances, unless the **Seller** has acted fraudulently. If the **Seller** negotiates a notice of faults or carries out tests or inspections in response to a notice of faults, this shall in no case invalidate any justified objection that the notice of faults was or is late, unfounded or insufficient.
- 13.2 The **Seller** shall remedy the faults notified to it in accordance with clause 13.1 as quickly as possible, at its discretion, by repair or replacement. The **Buyer** shall grant the **Seller** the necessary time and opportunity to do so. Replaced parts shall be returned to the **Seller** without any faults other than those notified to the **Seller**.
- 13.3 In the absence of any other agreement, the warranty period for the delivery shall be 12 months. It shall commence upon receipt of the delivery at the **Buyer's** place of delivery (transfer of risk). If dispatch is delayed for reasons for which the **Seller** is not responsible, the warranty period shall end at the latest 15 months after notification of readiness for delivery.
- 13.4 The warranty shall expire as soon as the **Buyer**, his vicarious agents or third parties have disassembled the delivered items without the **Seller's** prior written consent or have technically modified them in such a way that they can only be repaired upon special request, or if the **Buyer**, in the event that a faults has occurred, does not immediately take all appropriate actions to mitigate the damage and notify the **Seller** of the faults in accordance with clause 12.1 and give the **Seller** the opportunity to remedy the faults.
- 13.5 The **Seller** commits himself, at the written request of the **Buyer**, to repair or replace as quickly as possible, at the **Seller's** option, all parts of the delivery item which demonstrably become defective or unusable by the expiry of the warranty period as a result of poor material, faulty design or defective workmanship. The items complained of shall be returned to the **Seller** for repair of the faults found, without any further faults not notified to the **Seller**. If the **Seller** does not claim a return, they shall be disposed of by the **Buyer** at his own expense.
- 13.6 If the **Seller** supplies as-new items as temporary replacements, these items shall be treated with care by the **Buyer** and returned to the **Seller** without request within 10 days after the faults have been remedied. If such items show external damage, the **Seller** shall be entitled to charge the costs of refurbishment to the **Buyer**. The **Buyer** shall be liable for faults, which only become apparent when the **Seller** takes back the items. In this case, the **Seller** may refuse to repair the items due to other faults. If replacement deliveries are not returned to the **Seller**, the **Seller** shall be entitled to charge for them without an order from the **Buyer**.
- 13.7 Excluded from the warranty and liability are damages which cannot be proven to have arisen as a result of poor material, faulty design or defective workmanship, e.g. as a result of natural wear and tear, inadequate maintenance, disregard of operating instructions, excessive stress, unsuitable operating materials, chemical or electrolytic influences, and as a result of other reasons for which the **Seller** is not responsible for.
- The seller shall assume the warranty and liability exclusively, if it is proven upon examination of the complaint, that inappropriate use of the item is excluded. In the case that at a later juncture it should become apparent that the seller was / is not fully liable responsible for the defect, the seller reserves his right to charge in full all costs incurred for the rectifications performed."
- 13.8 Warranted characteristics are only those that have been expressly designated as such in the order confirmation. The warranty shall be deemed to have been fulfilled, if proof of the relevant property has been provided on the occasion of an acceptance; otherwise it shall apply at the longest until the expiry of the warranty period. If the warranted characteristics are not or only partially fulfilled, the **Buyer** shall first be entitled to immediate rectification by the **Seller**. If this rectification is unsuccessful or only partially successful, the **Buyer** shall be entitled to an appropriate reduction of the price. If the faults is that serious as it cannot be remedied within a reasonable period of time and the delivery is unusable for the agreed use, the **Buyer** shall have the right to refuse acceptance of the defective part or, if partial acceptance is unreasonable for him, to withdraw from the contract. The **Seller** can only be obliged to refund the amounts paid to him for the parts of the delivery affected by the withdrawal.
- 13.9 The **Seller** is liable for faults, including the absence of warranted qualities, as follows:
- 13.9.1 The **Buyer** shall grant the **Seller** the time and opportunity reasonably required to remedy the faults. If the **Buyer** refuses to do so or does so himself without the **Seller's** consent, the **Seller** shall be exempt from the liability for faults.
- 13.9.2 If the **Seller** allows a reasonable period of grace granted to it to elapse without remedying the faults, the **Buyer** may demand cancellation of the contract (withdrawal) or a reduction in the compensation (abatement).
- 13.9.3 The **Buyer's** right to assert claims arising from faults shall expire in all cases 12 months after the transfer of risk.
- 13.9.4 The liability for faults shall not apply to natural wear and tear or operational wear and tear, nor to damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials or chemical, electromechanical, electrical or other influences.
- 13.9.5 Improper modifications and repair work carried out by the **Buyer** or third parties shall invalidate any liability for the resulting consequences.
- 13.9.6 The warranty period for rectifications is 3 months, for replacement deliveries or replacement services 6 months. It shall run at least until the expiry of the original warranty period for the delivery item.

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- 13.9.7 Further claims of the **Buyer** against the **Seller** and its vicarious agents shall be excluded, in particular a claim for compensation for damage that has not occurred to the delivery item itself. This shall not apply in cases of mandatory liability, e.g. personal injury or damage to privately used property under the Product Liability Act or in cases of intent, gross negligence or lack of warranted characteristics.
- 13.10 The regulations or warranty periods of clauses 13.9.3 and 13.9.6 shall not apply, if longer periods are prescribed by law.
- 13.11 A prerequisite for remedying faults in defective software is that the faults is documented in as much detail as possible and is reproducible in the unchanged original version on the contractually intended reference or target hardware. Faults in the software shall primarily be remedied by means of an upgrade or update, provided this is possible at reasonable cost. If the **Buyer** is no longer able to perform important, time-critical tasks, the **Seller** shall seek a workaround solution, as far as this is possible within a reasonable period of time and expense. In the event of loss or damage to data and/or data carrier material, the warranty shall only cover the installation of backed-up data.
- 13.12 The **Buyer** shall have no rights and claims in respect of faults in material, design or workmanship or in respect of the absence of warranted characteristics other than those expressly set out in clauses 13.9.1 to 13.9.7.
- 13.13 Claims of the **Buyer** other than those expressly mentioned in these GTC, irrespective of the legal reasons on which they are based, in particular all claims for damages, reduction, cancellation of the contract or withdrawal from the contract not expressly mentioned, are excluded. Under no circumstances shall the **Buyer** be entitled to claim compensation for damage that has not occurred to the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profit or other direct or indirect damage. This exclusion of liability shall not apply in cases of gross negligence or unlawful intent or as far as it is contrary to mandatory law. The liability is limited to the sales value of the **Seller** of the defective items.
- 14. Impossibility, adjustment of the contract**
- 14.1 If it becomes impossible for the **Seller** to provide the supplies or service for which he is responsible, the general principles of law shall apply with the following proviso:  
If the impossibility is due to the fault of the **Seller**, the **Buyer** shall be entitled to claim damages. The **Buyer's** claim for damages shall be limited to 5 % of the value of that part of the supplies which, owing to the impossibility, cannot be put to the intended use. Claims for damages by the **Buyer** exceeding the aforementioned limit of 5 % are excluded. This shall not apply, if liability is mandatory in cases of intent or gross negligence.
- 14.2 If foreseen events within the meaning of clause 9.3 significantly change the economic significance or the content of the supplies or service or have a significant effect on the **Seller's** operations, the contract will be appropriately adapted to the extent that this is in good faith. If this is not economically justifiable, the **Seller** has the right to withdraw from the contract. If he wishes to make use of this right of withdrawal, he must notify the **Buyer** immediately after recognizing the consequences of the event, even if an extension of the delivery time was initially agreed with the **Buyer**.
- 15. Other claims for damages**
- 15.1 Claims for damages by the **Buyer** arising from a positive breach of contract, from a breach of obligations in the course of contractual negotiations, from unauthorized action or on any other legal reasons are excluded. This shall not apply if, for example, in the case of personal injury or damage to privately used property, liability is mandatory under the Product Liability Law or in cases of intent or gross negligence. This limitation of liability shall apply accordingly to the **Buyer**.
- 15.2 As far as the **Seller's** liability is excluded or limited, this shall also apply to the personal liability of the **Seller's** employees, staff, workers and vicarious agents.
- 15.3 The above exclusions of liability shall in any case also apply to consequential damages.
- 16. Compliance with export control regulations**
- The **Buyer** acknowledges that the supplies are subject to German and/or foreign legal requirements and regulations on export control and in this case may not be sold or leased or otherwise transferred or used for any purpose other than the agreed use without an export or re-export licence from the relevant authority. The **Buyer** commits to comply with such legal requirements and regulations. He acknowledges that the regulations may change and are applicable to the contract as amended from time to time.
- 17. Rights of use, copyrights and property rights, confidentiality and data protection**
- 17.1 The **Seller** reserves unlimited property rights and copyrights to all samples, models, drawings, cost estimates, quotations, calculations and similar information of a physical or non-physical nature, including in electronic form.
- 17.2 The **Seller** and the **Buyer** commit to treat all documents, information, aids and software received in connection with this contract and not generally accessible as their own trade secrets in confidence even after termination of the contract, not to publish them unnecessarily within the company and not to make them accessible to third parties - with the exception of subcontractors, unless they mandatorily act on behalf of the **Buyer** - either in whole or in part without the express consent of the **Seller**. The same shall apply mutatis mutandis to the documents of the **Buyer**.
- 17.3 In the event that results, solutions or techniques are created in the course of the development work, which are in any way capable of being protected by industrial property rights, the **Seller** alone shall be the owner of the resulting property rights, copyrights and rights of use. The **Seller** alone reserves the right to file corresponding applications for industrial property rights in and on its own behalf.
- 17.4 If the items are to be manufactured according to drawings, samples or other specifications of the **Buyer**, the **Buyer** shall be responsible for ensuring that the rights of third parties (in particular patents, utility models, other industrial property rights and copyrights) are not infringed thereby. The **Buyer** shall indemnify the **Seller** against any claims of third parties arising from a possible infringement of such rights. In addition, the **Buyer** shall bear all costs incurred by the **Seller** as a result of third parties asserting the infringement of such rights and the **Seller** having to defend itself against such claims. The same shall apply to the use of samples, drafts, artwork, etc. prepared by the **Seller** or provided to the **Seller** by the **Buyer**. The above regulations shall not apply in the event that the **Seller** has infringed the rights of third parties with knowledge of such rights and with knowledge of their infringement.
- 17.5 The **Seller** points out that data of the **Buyer** required in the course of normal business transactions are stored internally. The **Buyer** acknowledges that data, information and documents relating to him may also be stored outside Germany. They may be disclosed to the **Seller** as well as to its affiliated companies within the framework of the performance of the contract.
- 17.6 The **Buyer's** data (company register data, address, telephone and fax numbers as well as other information required for addressing which results from modern communication techniques, locations, contact persons, ordered items, delivery quantities) from the respective business case shall in principle only be processed with the aid of automated systems for the purposes of processing the contract, in particular for administrative and billing purposes.
- 17.7 The protection of personal data is an important concern. Therefore, the **Seller** processes personal data in accordance with the applicable legal regulations on the protection of personal data and data security. In the context of the cooperation with contractors, the **Seller** processes personal data of contact persons of the **Buyer**, in the case of interested parties, sales partners and other partners only to the extent that this is necessary for the processing of the order. Data categories, the purpose of processing and the legal basis are set out in the data protection declaration on the homepage <https://www.groschopp.de/en/data-privacy-statement>.
- 18. Applicable law**
- The relations between the contracting parties shall be governed exclusively by the law applicable in the Federal Republic of Germany with the exclusion of the international law on the sale of items, in particular the UN Convention on Contracts for the International Sale of Items and other international agreements on the law on the sale of items.
- 19. Place of Jurisdiction and Place of Performance**
- The place of execution and exclusive place of jurisdiction pursuant to § 38 (1) of the German Code of Civil Procedure (ZPO) for all disputes arising from this contract shall be the **Seller's** principal place of business, provided that the **Buyer** is a merchant. The **Seller** is also entitled to sue the **Buyer** at another place for execution of the contract.
- 20. Binding force of a purchase contract**
- A concluded purchase contract (order and order confirmation) shall remain binding in its remaining parts, even if individual points are legally invalid. This shall not apply, if adherence to the contract would constitute unreasonable hardship for one party. The ineffective points shall be replaced by such points that come closest to what was economically intended, provided that the ineffectiveness is established.