

## Sales and Delivery Conditions of Meiser Vogtland OHG

### § 1 Scope of the Sales and Delivery Conditions

1. These Sales and Delivery Conditions shall exclusively govern all our deliveries, also future deliveries, unless they have been amended by us in writing in an individual case or unless the General Conditions for Assembling have been agreed upon.

2. Consumers in the meaning of these Sales and Delivery Conditions are natural persons, entering into a business relation with us for a purpose not attributable to their commercial or autonomous professional activity. Entrepreneurs in the meaning of these Sales and Delivery Conditions are any natural persons or legal entities or legal partnerships having legal capacity entering into business relations with us in the exercise of their commercial or autonomous professional activity as well as legal persons under public law or a special fund under public law. Purchaser in the meaning of these Sales and Delivery Conditions are both Consumers as well as Entrepreneurs.

3. Differing conditions of the Purchaser are not recognized by us, unless we have approved such differing conditions in each individual case in writing. This shall also apply, if we execute a contract without explicitly contradicting such conditions. All conditions agreed upon between us and the Purchaser for the purpose of the execution of this contract are also to be laid down in writing.

### § 2 Conclusion of the Contract

1. Our quotations are always non-binding and subject to confirmation. The Contract comes into effect only if we confirm our acceptance of the order in writing or if the delivery is carried out. For the extent of the delivery our written confirmation of the order is decisive. The right to correct errors of offers, of confirmations of orders and of invoices is reserved.

2. All information, pictures, drafts, models, prospects, technical data and catalogues or other technical data as given in our prospects, catalogues, advertisements and price lists or in the information attached to an offer are non-binding. They are only supposed to give a mere description and are only intended to give an adequate idea of the goods described therein. The afore-said information will only become part of the Contract, if and insofar as they are expressly confirmed by us in writing as binding. In case they are attached to our offers/confirmations or in case they are the basis for our offers/confirmations and confirmed, they are supposed to give only approximate information, subject to the effective measures and proportions to be communicated by the Purchaser. We reserve deviations and improvements in construction and execution as well as deviation in quality, design and colour, which are customary in the trade and usual with respect to the material. Changes by us in construction and form, which are not customary in the trade, are also legitimate, unless the change or deviation is not tolerable for the Purchaser. If a frame agreement exists, such frame agreement shall prevail.

3. Written notices of us shall be deemed to having been received by the Purchaser after the normal transit time of the mail if they have been dispatched to the postal address, fax-number or Emailaddress of the Purchaser known to us last and if we can deliver proof of that fact. This shall not apply to declarations of material importance, in particular declarations of termination, revocations or the granting of periods of grace.

### § 3 Intellectual Property

1. Estimates of costs, drafts, drawings, and other documents remain in our ownership. The complete copyright with all rights to all information and documents handed over during the contractual relations belongs only to us in relation to the Purchaser. This applies also to all information and documents coming into existence due to initiations and co-work by the Purchaser. Disclosure to third parties may only be effected with our permission. Drawings and other documents which are part of offers have to be handed back to us on demand or, if the order is not placed, without undue delay.

2. If during production of goods according to drawings, samples, or any other specifications of the Purchaser any rights of third parties are violated, the Purchaser is obliged to release us from all claims against him. We are not obliged to verify the aforementioned documents with respect to existing Commercial Rights of Protection of third parties.

### § 4 Conditions of Payment, Set Off

1. In lack of a special agreement the prices quoted in price lists and catalogues do not include packaging and VAT. The prices quoted in our offers and confirmations only include the costs for the necessary packaging in case of a written agreement. Costs for the assembly have to be borne by the Purchaser, unless something else has been agreed upon by the parties. In case the delivery is to be performed later than four months after the conclusion of the Contract, we reserve the right of an adequate price increase if the conditions existing in the moment of the conclusion of the Contract and decisive for the determination of the purchase price, in particular costs for material, loans, transportation and public dues, have changed substantially.

2. All invoices are immediately payable without deductions at the date of issuance (due date). As of the 30<sup>th</sup> day after the due date we charge default interest of 5 percentage points above the current basis interest of the European Central Bank. If the Purchaser is an Entrepreneur, we charge default interest of 8 percentage points above the current basis interest of the European Central Bank. We reserve the right to prove additional damages in interest.

3. Payment orders and cheques are accepted only according to special agreement and only on account of payment. Payment orders and cheques will be accredited the day at which we can finally dispose of the equivalent amount. Purchaser will be liable for all collection and discount charges.

4. In case the Purchaser is in default with part payments, we have the right to accelerate the maturity of the entire outstanding amount with immediate effect. In case the Purchaser is in default of payment obligations, we can terminate the Contract and claim damages instead of the performance ("Schadenersatz statt der Leistung") after the fruitless expiry of an appropriate period of grace. The right of the Purchaser to determine which claims of the Purchaser shall be settled by payment is replaced by the statutory rule of terms of amortization of § 367 para. 1 German Civil Code (BGB).

5. If after entering into a Contract we become aware that our claim for payment is endangered due to the insufficient capacity of performance of the Purchaser, we have the right to refuse performance unless the Purchaser issues a suitable security within an appropriate term upon our demand. Should the Purchaser not adhere or not adhere in time to such demand, we have the right to terminate the contract and claim damages instead of the performance.

6. The Purchaser can only set off his claims against our claims or invoke a right of retention in case his counterclaim is recognized by declaratory judgment or is undisputed.

### § 5 Retention of Title

1. We retain the title in the respective object of delivery until complete satisfaction of any and all claims arising from the business relation with the Purchaser. In case the Purchaser is an Entrepreneur, the title retained shall secure the entire balance in our favor. If we have agreed with the Purchaser on a payment of the purchase price by cheque or payment order, the title shall be retained until the payment order has been cashed in by the Purchaser and shall not extinguish by the accrediting of a cheque received by us.

2. The Purchaser shall handle the object of delivery with due care. If the purchaser is an Entrepreneur, he is also obliged to provide for a fire-, water- and theft insurance, with the coverage amounting to the replacement value and has to inform us in writing, in case maintenance, repair- or service activities should become necessary. The Purchaser has to provide for such activities on his own expense.

3. The Purchaser is to inform us immediately of any and all threatening or already materialized seizures, in particular actions of execution of a third party with regard to the goods to which the title has been retained or with regard to the claims assigned to us or with regard to other securities of us, handing us out all the documentation necessary for our intervention. This applies also to impairments of other kinds. The costs for the aforesaid are borne by the Purchaser as far as the third party is not able to bear such costs.

4. The parties agree that an integration of the goods delivered by us into real property shall not lead to the consequence that such goods are to be considered as essential parts ("wesentliche Bestandteile") in the meaning of § 93 BGB. They are to be considered as fictitious parts in the meaning of § 95 BGB due to the possibility to integrate the parts at any time at any other place and due to the fact that they are only integrated for a temporary purpose. The Purchaser is obliged to disclose this to third parties, in particular to owners of real estate as well as third parties acquiring goods.

5. If the Purchaser is an Entrepreneur, additionally the following provisions apply:

a) The Purchaser has the right to handle or process the retained goods in the ordinary course of business. The Purchaser always undertakes an eventual handling or processing of the goods in which the title has been retained for us and on our behalf as the manufacturer under § 950 BGB, without any obligations resulting here from for us, to the consequence that we acquire the title in the goods which have come into existence due to such handling or processing. If our title in the good is extinguished due to such handling on processing, the Purchaser is obliged to grant us coownership in the good which has come into existence to the extent he himself is (co-) owner.

b) The Purchaser is entitled to sell the retained goods or the object which came into existence due to the processing, joining or mixing with other objects in the ordinary course of his business, however only if he discloses the retention of title. The Purchaser herewith assigns to us his claims deriving from such resale already herewith in the entire amount of his final invoice (including VAT) in order to secure all our claims arising from the business relation with us, irrespective of whether such object is sold to one or more customers without or only after processing. If the retained goods are sold by the Purchaser with other objects not sold by us to the Purchaser, the claims deriving from the resale are herewith assigned to us proportionally to the invoice amounts of the other objects sold. In case of the sale of goods, in which we acquired co-ownership according to § 5 ciphers 5 a of these General Sales and Delivery Conditions, the Purchaser herewith assigns to us a part of the claim in the amount which is proportional to our co-ownership. The same shall apply, if the retained goods - alone or with other goods - become object of a contract for work and services or a similar contract.

c) The Purchaser is not entitled to make any other disposals than those mentioned above. In particular, he is not entitled to assign these claims, including the sale of accounts receivable to factoring banks without our prior written consent; § 354 a German Commercial Code (HGB) remains untouched. In case of a sale of accounts receivable to a factoring bank without recourse (true factoring) we give our consent only under the condition precedent of the Purchaser immediately transferring the payment made to him by the factoring bank to us.

d) The Purchaser has the right to collect the assigned claims only as long as he complies with his contractual payment obligation vis-à-vis us. Furthermore, the direct debit authorization can be revoked explicitly by us, if

- the Purchaser does not honour a bill when it is due or

- the conditions of our right to refuse performance pursuant to § 4 cipher 5 of these Sales and Delivery Conditions are met.

With regard to the collection of these claims, the Purchaser is considered as our trustee with the explicit obligation to transfer to us any and all proceeds, minus his profit. However, we remain entitled to collect such claims ourselves but undertake to not collect such claims as long as the Purchaser honours its payment obligation with respect to the proceeds he collected and as long as he is not in default with his payment and no application for the opening of insolvency proceedings has been filed for and as long as he has not ceased his payments. If, however, one of the aforementioned conditions materializes, we can demand that the Purchaser discloses to us the claims assigned and the respective debtors and provides us with all the necessary information, hands out to us the necessary documents and informs the third party debtors about the assignment.

e) We assume the obligation to release the securities upon the Purchaser's request if and insofar the realizable value of the securities available exceeds the aggregate of the secured debts due by more than 10 % or exceeds their nominal value by more than 50 %, the choice of the securities to be released remains with us.

6. In case the Purchaser has foreseen the shipment of the delivered goods abroad, he is obligated to immediately give notice of this intention to us in writing and, upon our request, to provide a security to us having the closest possible resemblance with and similar effects as the aforementioned retention of title under the laws of the country of destination of the goods. The Purchaser has to take all actions necessary to create and preserve such claims.

### § 6 Delivery, Transportation and Passing of the Risk

1. Delivery dates or terms of delivery have to be stated in writing. In case they are supposed to be binding, this has also to be agreed upon in writing.

2. The terms of delivery shall begin on the date of the confirmation of the order, but not before the production of records, permissions, releases, and not – in case of an agreed down payment, before the receipt of such down payment. The moment in which the goods have been handed over to the carrier or loaded into one of our vehicles or - in such cases, in which the dispatch or the delivery of the goods is delayed due to circumstances within the responsibility of the Purchaser - the time of readiness for transport shall be decisive for the punctual delivery. In case of later changes in the Contract due to an initiative of the Purchaser, which have an influence on the delivery time, the term of delivery is prolonged to an appropriate extent.

3. Our duty to deliver always is subject to a correct and timely self-delivery, unless we intentionally or negligently cause the incorrect or untimely self-delivery. In case of an act of god or other events which we have not caused intentionally or negligently, we are entitled to postpone the delivery for the period in which such obstructing event persists plus an adequate additional period or to withdraw from the Contract with regard to the part not yet fulfilled. Events like labour disputes, lockouts and other circumstances which complicate or render impossible the delivery without any intention or negligence of our part, are to be considered an act of god, irrespective of whether they have occurred within our business or within the business of one of our suppliers.

4. The delivery is performed on behalf of and on the risk of the Purchaser, unless the prices have been expressly and in writing agreed upon as "Free Destination". Moreover, the goods are generally delivered without packaging. In the lack of an individual agreement, we are free to choose the dispatch type sequence, the way of transportation and safeguarding measures. In case that packaging has been agreed upon, such will be performed in a way customary in trade and against surcharge. The material for packaging and auxiliary materials for the transportation (e. g. underlying wood) have to be returned by the Purchaser without undue delay, unless they have been purchased. In case of a delivery "Free Destination defined by Purchaser" the transport of the good to the destination of the Purchaser to a trafficable street is included in the price; however, the unloading of the good has to be arranged by the Purchaser on his expense.

5. The risk in the goods passes to the Purchaser in the moment the goods are handed over to the agent responsible for the delivery, at the latest, however, at the time the goods leave the factory or the warehouse. This also applies in case of a delivery Free Destination and regardless of the question who has to bear the costs for the delivery and irregardless whether the delivery is performed at the place of performance. In case the Purchaser intentionally or negligently causes the delay of the collection of the goods himself, the passing of the risk occurs when the notice of readiness for the dispatch or of readiness for collection is given. If notice has been duly given according to the Contract that the goods are ready for dispatch, demand for delivery has to be made immediately. Otherwise we are entitled to dispatch the goods according to our choice after a reminder, while the Purchaser has to bear costs of transport and risk of loss. We can also keep the goods according to our discretion and charge the Purchaser immediately. In case a delay in the dispatch which has not been intentionally or negligently caused by us, lasts for a period of more than four weeks, the Purchaser has to bear the customary charges for storage.

6. If the transport on the pre-arranged route or at the pre-arranged time becomes impossible without our fault, we are entitled to deliver on a different route or at a different time. Additional costs of such an alternate transport have to be borne by the Purchaser. However, we have to grant the Purchaser the occasion to comment on the change of route previously.

7. If any damage occurs during transport, the Purchaser is to arrange a statement of facts at the responsible authorities and to inform us without undue delay. The Purchaser has to accept delivered goods notwithstanding his rights pursuant to § 9 of these Sales and Delivery Conditions, even if the goods have immaterial defects. We are entitled to part delivery and part performance customary in the trade at any time, unless the part delivery or part performance is unreasonable for the Purchaser.

8. Additional deliveries or deficiencies in the delivered quantities customary in the particular trade are permissible.

9. If the Purchaser declares not to accept the goods ordered by him already before the production of the goods, he has to pay an amount of 40 % of the contractual value as reimbursement for lost profit and costs which have arisen; both parties reserve the right to give proof of a damage in a higher or an inferior amount.

10. If the delivery is not timely, the Purchaser has to set a grace period, which has to run for at least fourteen working days. Any and all reminders and notices regarding the setting of periods by the Purchaser require written form in order to be valid. If the grace period set by the Purchaser expires fruitlessly without notification that the goods are ready for dispatch, the Purchaser is entitled to withdraw from the Contract or to terminate the Contract in any other way, if the Purchaser has announced in written form these consequences of a fruitless expiry of the set time period simultaneously with the setting of the period. Our extended liability pursuant to § 287 BGB shall be excluded.

### § 7 Right to Revoke the Contract and Return the Goods

1. The Consumer is entitled to revoke his declaration of intention aiming at the conclusion of the Contract within a period of two weeks after the receipt of the goods. However, such right of revocation is not

applicable to goods which have been manufactured according to the specifications of the Consumer or which have been clearly tailored to his personal needs. The revocation does not need to contain any reasons and has to be declared vis-à-vis us in text form (e. g. by letter, facsimile or email) or by returning the goods to us. Decisive for the timeliness is the timely dispatch of the declaration or the goods.

2. Upon exercising his right to revoke the Contract, the Consumer is obliged to return the good, if it can be submitted by parcel. In case of an exercise of the right to revoke the Contract, the Consumer shall bear the costs for the return up to a value of the ordered goods in the amount of € 40.00, unless the good delivered does not correspond to the good which was ordered. In case of a value of ordered goods exceeding an amount of € 40.00, the costs for the return are borne by us.

3. In the case of an effective exercise of the right to revoke the Contract, the performances received by either party have to be restituted and possible fruits of such performances (such as advantages of use) have to be restituted. In case of any deterioration of the good due to the fact that the Consumer commenced to use the good in accordance with the purpose of the Contract, he has to provide for compensation for lost value, unless the deterioration of the good is exclusively attributable to its diligent and careful examination, corresponding to an examination which would be possible for the Consumer also in a shop. The loss of value attributable to a usage exceeding the mere examination and leading to the fact that the good cannot be sold as "new" anymore, has to be borne by the Consumer.

#### **§ 9 Obligation of Inspection and Notification**

1. The Purchaser has to provide for a notification of defects of the goods apparent upon handing over or accepting the good in writing and under exact description of such defect within two weeks after having been handed over the goods or after their acceptance.

2. If the Purchaser is an Entrepreneur, instead of § 8 ciphers 1 the following provisions apply:

a) The warranty rights of the Purchaser are subject to an observation of the duties of the Purchaser deriving from § 377 HGB and of the following provisions regarding the inspection of the goods and the notification of us.

b) Notifications regarding apparent defects, which are not performed immediately, however at the latest within two weeks after the receipt of the good in writing and under exact description of such defect, will not be taken into consideration. Defects, which are not apparent and cannot be discovered in spite of fulfilling the obligations deriving from § 377 HGB must be notified immediately after they have become apparent, however at the latest after two weeks after they have become apparent in writing and under exact description of such defect; any further processing or handling of the good must be stopped immediately.

c) The defective goods shall be retained in the condition at the time when the defect was identified and shall be made available to us for inspection. We are entitled to perform on-site-inspections in order to convince ourselves of the accuracy of the reclamations. Reservations in the bill of loading do not represent any proof of defects. In case that the defect was caused by imprecise or incorrect information by the Purchaser concerning the intended use or the exposure of the material we are exempted from any warranty obligations.

d) In case that goods are directly delivered by us to third parties, the Purchaser has to safeguard that the obligation of the Purchaser to notify defects according to this § 8 is also validly agreed upon in the relationship between the third party and the Purchaser. The Purchaser has to inform us without undue delay and in writing about a possible notification of defects by the third party and to forward such notification to us.

e) Galvanized parts, which have been damaged in the course of transportation or assembly and/or which have been rewelded, as well as oversized parts, which are assembled after having been galvanized have to be treated by the Purchaser with cold zinc spray or paste without undue delay. The same applies to lagging acid spots which look like rust.

#### **§ 9 Warranties**

1. In case of justified and timely notice of defects pursuant to § 8 of these Sales and Delivery Conditions we warrant that the goods delivered by us shall have the agreed quality according to the provisions of German Law regarding the sale of goods and according to the subsequent provisions.

2. In case of proven defects, we will perform our duties according to our choice either by supplying the Purchaser with a new product free of defects (substitution delivery) or by eliminating the defect (repair). In case the Purchaser is a Consumer, it is not us but the Purchaser who is entitled to choose between the substitutional delivery and a repair of the good. However, in such case we are entitled to reject the type of repair chosen, if such repair will lead to disproportional costs and another type of repair will remain without essential disadvantages for the Consumer.

3. On our request, in case of a repair of the product, the Purchaser has to specify his notification of defects and to present written reports of defects and other information, which are suitable for an analysis of the defect. We shall bear the costs of repair, as far as they are not increased by delivery of the goods to a different as the contractually agreed place of delivery. In case of a proven defect in title, we will perform a supplementary fulfillment by means of granting the Purchaser a legally indisputable possibility of usage of the delivered goods or – according to our choice – on substituted or modified equivalent goods. In case the Purchaser receives a defective assembly instruction, we are only obliged to deliver an assembly instruction free of defects, however only in case that the defect in the assembly instruction obstructs the proper assembly.

4. If the substitution delivery or the repair according to the previous paragraphs 2 and 3 remains unsuccessful, the Purchaser is entitled to withdraw from the Contract or to make a reduction of the purchase price, under the condition of having previously set an adequate term in writing, unless according to German Law the setting of such a term is superfluous. If only minor defects are given, the Purchaser is not entitled to withdraw from the Contract. In the event that the Purchaser withdraws from the Contract because of a defect of the good, the Purchaser is not entitled to claim damages for such defect. In case the Purchaser withdraws from the Contract he is liable for deterioration, loss, and non-derivation of a profit from the goods, not only for care one usually employs in one's own affairs, but also for any negligence on his part.

5. We will reimburse the Purchaser for damages and expenses deriving from a defect only according to the limitations as provided for in § 10 of these Sales and Delivery Conditions.

6. The Purchaser shall notify us of any and all claims asserted by third parties infringing with the Purchaser's possibility of usage immediately and exhaustingly in writing. Already now, he authorizes us to solely conduct judicial or extra judicial legal disputes with the third party. If we exercise such right, which is exclusively in our discretion, the Purchaser must not recognize the claims of the third party without our consent and we are obliged to ward off the claims on our own expense and to hold the Purchaser harmless of any costs and damages deriving from such defense, unless they are based on a conduct of the Purchaser which is contrary to his obligations. The provisions of this paragraph remain unaffected from the Statutes of limitations as provided for in § 10 cipher 3 of these Sales and Delivery Conditions.

7. Statements of us regarding the quality of the goods are not to be considered as guarantees with regard to the quality, unless the parties explicitly agree upon such a guarantee. In such case the rights of the Purchaser are determined by the content of the guarantee given by us. The Purchaser has to assert his rights deriving from the guarantee within two months after a case of guarantee has materialized (term of foreclosure). If the Purchaser is an Entrepreneur, public statements, promotional statements and advertisements are deemed not to be descriptions of the characteristics ("Beschaffungsangaben") of the good.

8. If the Purchaser asserts his warranty claims by means of regress, after a third party has successfully raised claims against the Purchaser on the basis of the provisions for the sale of goods for Consumers ("Bestimmungen des Verbrauchsgüterkaufs") the regress claims of the Purchaser on the basis of the provisions regarding the sale of Consumer goods remain untouched. §10 of these Sales and Delivery Conditions is applicable to the claim for damages. The Purchaser is obliged to notify us without undue delay after having become knowledge of any regress case in the delivery chain. If he fails to do so, the good is deemed to be approved. Regress claims of the Purchaser provided for by statutory law can only be claimed against us to the extent that the Purchaser has not agreed with his customers on any warranty claims exceeding the ones provided for by statutory law. The Purchaser's claim regarding a reimbursement of his expenses is excluded for those expenses which would not have occurred if he had taken sufficient measures for substitution delivery or repair. In case that the Purchaser stores the good for a period which significantly exceeds the period customary in trade, the Purchaser has to demonstrate and to prove that the defect was already present in the good when the risk passed to the Purchaser.

#### **§ 10 Liability**

1. In any case of contractual or non-contractual liability we shall pay damages or expenses only:

a) In case of a willful conduct and gross negligence without limitation; in case of willful conduct or gross negligence of ordinary vicarious agents we shall be liable limited to the amount of the predictable damage, the materialization of which was to be prevented by the violated obligation.

b) In other cases: only in case of a violation of an essential contractual obligation by us, an executive employee and other agents of us which jeopardizes the realization of the purpose of the Contract, however limited to the amount of € 25,000.00 for each event of damage and to € 50,000.00 in total, unless in each particular case such amount is to be considered inadequately low. The aforementioned limitation of liability does not apply, if the Purchaser is a Consumer. In case of slight negligence we shall be liable vis-à-vis the Purchaser limited to the amount of the predictable damage, the materialization of which was to be prevented by the violated obligation.

c) To any further extent: if we are covered by insurance with regard to the damages occurred to the extent of the coverage of the insurance and under the suspensory condition of the payment by the insurance company; we agree to disclose to the Purchaser our insurance policy.

2. We reserve the right to resort to the objection of contributory negligence of the Purchaser. The limitations of liability according to no. 1 are not applicable in case of damages resulting from an injury to life or physical health or resulting from assuming guarantees of condition or resulting from fraudulent non-disclosure of a defect or from the statutes on product liability ("Produkthaftungsgesetz").

3. For all warranty claims asserted against us, the statutes of limitation comprise a term of

a) two years, in case the Purchaser is a Consumer,

b) one year, in case the Purchaser is an Entrepreneur.

The limitations according to lit. b) of this paragraph shall not be applicable with respect to goods which have been used for a building according to their ordinary way of usage and that have caused building defects; the same applies if we have acted fraudulently. The period of limitation starts with the moment provided for under § 199 para. 1 BGB. It expires at the latest with the expiry of the maximum term set by § 199 para. 2 to 4 BGB. The statutes of limitation regarding claims deriving from a defect in title on the basis of which a third party can claim being handed out the good, comprises a term of ten years.

4. The suspension of the statutes of limitations concerning claims deriving from or in connection with the contractual relationship between the parties according to sec. 203 BGB ceases in the moment of our or the Purchaser's refusal to continue negotiating the claim or the circumstances on which the claim is based on. Unless one of the Parties expressly declares in writing that the negotiations have failed, the refusal is deemed to have occurred six months after the dispatch of the last correspondence, the object of which was the claim or the circumstances on which the claim is based on.

#### **§ 11 Calculation Basis**

Basis for calculation is the entire rectangular surface. The covered surfaces will be calculated as a whole, including the butt joints and fetches as well as cutouts. In case of round screeds or segments, the entire rectangular surface corresponds to the smallest rectangular, surrounding the screeds. For single grids below 0.7 square meters, we charge differentiated surcharges for minor sizes. The running meters for additional aprons for line sections and cut-outs are charged additionally.

#### **§ 12 Place of Performance, Jurisdiction, Applicable Law, Salvatory Clause**

1. If the Purchaser is an Entrepreneur, the place of performance for all obligations deriving from the Contract and exclusive place of jurisdiction is Oelsnitz. This exclusive jurisdiction shall also be applicable if the Purchaser does not have his general jurisdiction in Germany or if the domicile or the residence of the Purchaser are unknown in the moment of commencing the action.

2. The Contract is subject to German Law. The Vienna UN-Convention of April 11, 1980 on Contract for the International Sale of Goods (CISG) shall not apply.

3. Should one or more of the provisions of the Contract concluded between us and the Purchaser or of these Sales and Delivery Conditions be or become invalid or unenforceable, such shall not affect the validity of the remaining provisions and the validity of this Contract itself or these Sales and Delivery Conditions. Any such invalid or unenforceable provision shall be replaced by another provision coming as close as possible to the original purpose and economic intent of the parties. The same shall apply mutatis mutandis for any situation not contemplated under this Agreement. Our previous Sales and Delivery Conditions herewith cease to have effect.

Oelsnitz, September 2008, Meiser Vogtland OHG