



Kommentiert [SAS1]: Existiert ein englisches Logo?

General Terms and Conditions of Sale and Delivery

1. Scope of the General Terms and Conditions

- (1) These General Terms and Conditions of Sale and Delivery shall only apply in relation to any trader (§ 14 German Civil Code (BGB)), merchants, legal entities under public law and special segregated assets under public law. They shall apply regardless of whether ALWA manufactures the goods itself or purchases them from suppliers (§§ 433, 650 German Civil Code (BGB)).
- (2) All product deliveries and services provided by ALWA shall be governed exclusively by these General Terms and Conditions. Unless otherwise agreed, these General Terms and Conditions of Sale and Delivery in the version valid at the time of the customer's order and brought to the customer's attention shall also apply as a framework agreement for similar future contracts without ALWA having to refer to them again in each individual case. Any general terms and conditions provided by ALWA's customers shall be inapplicable to ALWA's product deliveries and services - even if ALWA carries out the deliveries in knowledge of the deviating terms or accepts payments without reservation. However, the priority of the individual agreement shall apply; this means that if ALWA specifically agrees on something with the customer, this shall also apply even if these General Terms and Conditions of Sale and Delivery state otherwise.
- (3) References to the validity of statutory regulations are for clarification purposes only. Even without such clarification, statutory provisions therefore apply unless they are directly amended or expressly excluded in these General Terms and Conditions of Sale and Delivery.

Kommentiert [LG2]: Das wurde nie definiert und sollte deshalb ausgeschrieben werden. Oder man definiert es einmal und zieht es durch das Dokument.

2. Conclusion of Contracts and Catalog Descriptions

- (1) These General Terms and Conditions shall become an integral part of any individual contract within their scope, whether the contract was formed by an offer from ALWA followed by an acceptance letter of the customer or by a purchase order and confirmation of both parties, or in any other form. ALWA may also accept the order, for example, by delivering the goods to the customer.
- (2) In the case of export transactions, orders are subject to the condition precedent that the agreed advance payment (usually fifty percent (50%) without deduction) is received in an ALWA account. Only then shall ALWA begin processing the order.
- (3) Unless customer's (purchase) orders or other declarations of intent fully conform with the content of the offer issued by ALWA, including these General Terms and Conditions, purchase orders will only be binding upon ALWA's written confirmation and shall be subject to these General Terms and Conditions of Sale and Delivery.
- (4) Oral agreements are only valid if the parties confirm them in writing immediately but no later than within four (4) weeks of their making. If this period expires without any results, confirmation is presumed and would otherwise require objection.
- (5) Product or service presentations on the part of ALWA (for example in brochures and on websites) are not binding offers but are subject to change and non-binding. They constitute an invitation to the submission of a purchase offer (purchase order). The information contained therein are approximate values which comply with customary industry practice. Illustrations, drawings and the like contained therein are only approximately representative. Anything to the contrary shall only apply if a specific acceptance period is specified or if the customer proves that ALWA expressly designates catalog information, drawings or illustrations as binding or explicitly stated them in writing in an offer or order confirmation.

3. Pricing, Price Changes

- (1) ALWA's prices are quoted in Euro and are net prices ex works (EXW according to ICC INCOTERMS 2020), exclusive of value added tax, packaging, freight, postage, transaction fees (for transfers from abroad), customs and other duties or public charges and insurance. Costs for additional services are not included.
- (2) ALWA's price calculation is based on the information provided by the customer regarding quantities and time periods and shall apply to the scope of services and scope of delivery specified in ALWA's order documents within the specified period. Expectable alterations in quantity or time periods may result in corresponding changes in the invoices, both in favor or to the disadvantage of the customer. If prices increase for reasons

which are not immediately apparent to the customer, ALWA shall notify the customer in advance, unless specific individual contractual arrangements have been made in advance.

- (3) In case of long-term contracts (contracts with a term of more than twelve (12) months) ALWA's offer prices shall apply, unless otherwise agreed, for one (1) year from the start of series delivery (if necessary, also under special release). For the period thereafter, ALWA shall renegotiate the prices with the customer taking into account the development of the world market prices, in particular any significant changes in the cost of wages, raw materials, material or energy costs.
- (4) Unless otherwise specified, all individual framework orders for future on-call orders ("long-term orders") shall be considered binding orders for any amounts specified therein to be delivered within a twelve (12) month period. Each individual call order is considered a separate contract governed by the framework orders. Each call order must be made in writing no less than two (2) months prior to the desired delivery time. ALWA will confirm the order in writing accordingly. Reasonable additional costs resulting from orders placed less than two (2) months prior to the desired delivery time or changes made by the customer in such orders with regard to quantity or time periods shall be borne by ALWA's customer. In cases of doubt, the re-calculation for additional costs shall be based upon the price calculations underlying the framework order. If the customer can show that no definite amount was specified, ALWA may use quantities of comparable past time periods for the calculation of the specified amount. In the event ALWA's customer does not issue call orders for the full amounts specified or the amounts which could reasonably be expected, ALWA will be entitled to adjust its prices accordingly or claim damages. In the event ALWA's customer orders more than the expected or specified quantity, ALWA will in turn reduce prices accordingly so long as the customer announced the increased quantities at least three (3) months prior to delivery.

4. Non-Disclosure

- (1) Each party shall use all "Confidential Information", i.e. all documents (including samples, models and data) as well as any information gained in the course of the business relationship, all business and trade secrets, price information, industrial property rights and inventions as well as know-how and technologies, irrespective of whether they are obtained in physical, written, electronic or oral form, solely for the joint purpose and shall keep them secret from third parties with the same care as its own corresponding Confidential Information if the other party designates them as confidential or has an obvious interest in keeping them secret. This obligation shall commence upon first receipt of the Confidential Information and shall continue indefinitely beyond the end of the business relationship.
- (2) This obligation shall not apply to Confidential Information which is or becomes generally known or publicly accessible, or which was already demonstrably known to the party upon receipt without the party being under an obligation of secrecy, or which is subsequently transmitted by a third party authorized to disclose it, or which was or is developed by the receiving party without exploitation of Confidential Information of the other party which is to be kept secret or which are or have been used or published with the consent of the disclosing party.
- (3) Affiliated companies of ALWA as defined in §§ 15 et seqq. German Stock Corporations Act (AktG) shall not be considered third parties for the purpose of the foregoing regulations.
- (4) The disclosing party shall ensure in each case that the information is not likely to reduce secrecy competition between the parties.

5. Intellectual Property of Designs and Descriptions

- (1) If one party discloses any drawings or technical documentation regarding the products to be delivered or the manufacturing process to the other party, such disclosing party shall remain - without prejudice to the rights of third parties - the sole proprietor of any intellectual property in connection with such drawing or technical documentation or the development thereof. Any existing copyrights or intellectual property rights shall remain unaffected; rights of use shall remain reserved, unless otherwise agreed.
- (2) Drawings or technical documentation may not be made accessible to third parties unless the disclosing party expressly gives its prior written consent to such disclosure. Drawings, technical descriptions and designs are subject to non-disclosure described in clause 4 of these General Terms and Conditions without any further designation.

6. Prototypes and Operating Equipment

- (1) The reasonable prices of sample products (prototypes) and operating equipment (tooling, test equipment, molds, master plates, appliances and machine equipment etc.) will, unless otherwise agreed in writing, be

invoiced in addition to the goods to be delivered. This shall also apply to operating material produced by third parties.

- (2) ALWA shall only bear the costs for maintenance in the sense of preventive maintenance until the respective agreed output quantity or service life is reached and proper storage, as well as the risk of damage to or destruction of the equipment. If corrective maintenance of an item of equipment becomes necessary, ALWA shall bear the costs for this only if ALWA is at fault and has acted culpably.
- (3) Should a customer cancel or postpone performance in the course of the manufacturing process, all verifiable production expenses for the samples or manufacturing equipment incurred up to that point shall be borne by the customer.
- (4) After full payment has been made by the customer, all equipment shall still remain in ALWA's possession until complete mutual performance or legal termination of the contract. Thereafter, the customer may request the repossession of the operating equipment after complete payment.
- (5) After complete mutual performance, ALWA will store the operating equipment free of charge for the customer for three (3) years. After this date, ALWA may request instructions from the customer in writing concerning the further use of the operating equipment. The customer shall respond within six (6) weeks. ALWA's duty of storage ends automatically within these six (6) weeks if no statement is made. ALWA shall then be entitled to return the equipment to the customer at the customer's expense for its own discharge.
- (6) Customer-specific operating equipment may not be used for supplying third parties, unless prior written consent of the customer was given.

7. Payment Terms

- (1) Invoices shall become due for payment after fourteen (14) days from receipt of invoice, unless the parties have agreed otherwise in writing. In the case of export transactions, fifty percent (50%) shall be paid in advance in accordance with clause 2 (2) above. However, ALWA shall be entitled at any time, even in the context of an ongoing business relationship, to make any other delivery in whole or in part only against advance payment. ALWA shall declare a corresponding reservation with the order confirmation at the latest.
- (2) Reasonable partial deliveries within the meaning of clause 8 (1) may be invoiced in addition to the delivered part.
- (3) In case of delayed payments, ALWA may charge interest on arrears in the amount of nine (9) percentage points p.a. above the respective base interest rate of the European Central Bank. Any additional rights to claim damages for delay shall remain unaffected by the foregoing. ALWA's claim to commercial maturity interest (§ 353 German Commercial Code (HGB)) against merchants shall remain unaffected.
- (4) One third of the price for operating equipment may be invoiced upon order confirmation, the other two thirds will fall due upon delivery or completion.
- (5) In the event ALWA supplied defective goods, the customer shall nevertheless be obliged to pay for the non-defective portion of the respective delivery, unless the customer can show that such partial delivery is of no interest whatsoever to the customer.
- (6) Any offsetting or retention shall be excluded. Excluded from this prohibition of set-off and retention are both undisputed and legally binding claims as well as counterclaims from the same contractual relationship.
- (7) In the event of any delay in payment, ALWA may, after giving notice in writing to the customer, suspend its obligations under the same contractual relationship, particularly discontinue further deliveries, until all outstanding payments have been received.
- (8) If it becomes apparent after the conclusion of the contract (e.g. by filing for insolvency proceedings) that ALWA's claim to the purchase price is at risk due to the customer's inability to pay, ALWA shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 German Civil Code (BGB)). In the case of contracts for the manufacturing of non-fungible goods (custom-made products), ALWA may withdraw from the contract immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

8. Delivery and Dispatch

- (1) Partial deliveries are permissible to a reasonable extent. A reasonable scope shall be deemed to exist in any case if ALWA and the customer have agreed on this without reservation. This shall also be assumed in any case if the partial delivery can be used by the customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured, and the customer does not have to bear any significant additional work or costs as a result.
- (2) Production-related long or short deliveries may be made within a tolerance of five (5) percent of the total order quantity.

- (3) Unless otherwise agreed, ALWA shall deliver according to EXW (ICC Incoterms 2020).
- (4) Compliance with the delivery date or delivery period shall be based on ALWA's notification of readiness for dispatch or collection.
- (5) The customer shall collect products without delay upon such notification. Failure to collect shall entitle ALWA at its discretion to either store the products or dispatch the products at the customer's risk and expense.
- (6) In case the customer does not dispatch in time or at all, ALWA may select, in the event that the choice is made to ship the goods, the transport method and routing at the customer's expense (including any customs duties, fees, taxes and other public charges) ex works.

9. Transfer of Risk

- (1) ALWA is under no obligation to provide for any equipment for loading or transport or assist the haulage contractor/freight carrier.
- (2) The risk of loss shall pass to the customer at the time products are surrendered to railway, agent or freight carrier, or at the time initially stored, but in any case no later than the departure from the factory or warehouse; this also applies if ALWA undertook delivery.

10. Delay in Delivery

- (1) The delivery period shall be agreed individually or specified by ALWA upon acceptance of the order. Unless the parties have deviated from EXW (ICC Incoterms 2020) in writing, any lead times or delivery periods will commence at the time the order confirmation is issued by ALWA.
- (2) Deliveries are subject to self-supply of bought-in parts, if ALWA has concluded a congruent hedging transaction in due time, or other disruptions in the supply chain.
- (3) Should ALWA anticipate a delay in the delivery of the goods, ALWA will immediately inform the customer in writing of the reasons therefor, and if possible, indicate the new likely delivery date. If the service is also not available within the new delivery period, ALWA shall be entitled to withdraw from the contract in whole or in part; ALWA shall immediately reimburse any consideration already paid by the customer.
- (4) In the event of any delivery being delayed due to one of the circumstances set forth in clause 14 (Force Majeure) below or if ALWA is not obliged to procure the goods in an individual case (alt. 1), or as a result of any action or omission on the part of the customer (alt. 2), an extension of the delivery period appropriate under the circumstances shall be considered granted without the customer being entitled to assert any claims against ALWA.
With regard to alt. 2, the delivery period shall only be extended if and to the extent that this appears reasonable for ALWA. In addition, ALWA shall be entitled to compensation for the resulting damage, including any additional expenses, in the event of default of acceptance or other attributable breaches of the customer's duty to cooperate.
- (5) The occurrence of the delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the customer is required for the occurrence of the delay in delivery. Should ALWA's delivery be delayed, and should a customer suffer damages as a direct result thereof, the customer is entitled to claim liquidated damages unless ALWA can prove that the customer has sustained no or less damage. Otherwise, the lump-sum compensation for delay is calculated by allowing one half per cent of the net value of the (partial) shipment for each full calendar week of delay to a maximum of five (5) percent of the net value of that (partial) shipment.

11. Reservation of Title

- (1) ALWA reserves transfer of title in respect of the goods supplied until such time as all claims of the supply contract with the partner have been fully met.
- (2) If the goods are transported across borders, and if the jurisdiction in which the goods are then located require anything further for the validity or effectiveness of the reservation of title, the customer shall so inform ALWA and, if necessary, support ALWA with any actions necessary to preserve ALWA's retention of title.
- (3) However, the customer may neither pledge the reserved goods to third parties nor assign them as security. The customer shall be obliged to secure ALWA's rights in the event of a credited resale of the goods subject to retention of title. The customer shall immediately notify ALWA in writing if an application for the opening of insolvency proceedings is filed.
- (4) In the event of a breach of contract by the customer, in particular in the event of non-payment of the purchase price due, ALWA shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return of the goods does not include the declaration of withdrawal from the contract; ALWA is rather entitled to demand

only the return of the goods and to reserve the right to withdraw from the contract. If the customer does not pay the due purchase price, ALWA may only assert these rights if it has previously set a reasonable deadline for payment to the customer without success or if such a deadline is dispensable according to statutory provisions.

- (5) Until revoked, the customer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. If the goods subject to retention of title are sold by the customer after processing together with goods not belonging to ALWA, the customer shall assign the claims arising from the resale in the amount of the value of the goods subject to retention of title. ALWA accepts this assignment.
- (6) In the event of any seizure, lien or enforcement of third parties with regard to the goods owned by ALWA, any claims transferred to ALWA or to any other securities, the customer shall notify ALWA immediately and hand over all documents necessary for an intervention with such action. This shall also apply in the event of any other threatened frustration of the purpose of such securities.
- (7) If the value of the existing securities exceeds the secured claims in total by more than ten (10) percent, ALWA releases the exceeding securities of ALWA's choice.

12. Claims for Defects

a) General Regulation

- (1) The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery), unless and insofar as nothing to the contrary is stipulated below.
- (2) The time of the transfer of risk is essential for defining the contractual condition of the goods.
- (3) Upon delivery to the customer or to the third party designated by the customer, the delivered goods shall be inspected carefully without undue delay. They shall be deemed to have been approved if the customer does not immediately give written notice of obvious defects after delivery of the goods or, in the case of hidden defects, immediately after discovery of the defect or at any earlier point in time at which the defect would have been recognizable to the customer during normal use of the goods without closer inspection.
- (4) The basis of the claim for defects is primarily the agreement reached on the quality and the intended use of the goods. If a sample has been sent or approved, the characteristics of this sample shall be deemed to be the primary quality agreement. Suitability for a specific purpose beyond ALWA's specifications is not agreed. If neither a sample has been sent or approved nor the quality has been agreed, the statutory provisions shall apply to determine whether a defect exists (§§ 633 para. 2, 434 German Civil Code (BGB)).
- (5) ALWA shall not be liable for defects of which the customer is aware or negligently unaware at the time of conclusion of the contract (§§ 650 para. 1, 442 para. 1 German Civil Code (BGB)).
- (6) If a justified and timely defect complaint report has been received, ALWA shall at its discretion either repair the article complained or supply a replacement in due time. If the type of supplementary performance chosen by ALWA is unreasonable for the customer in individual cases, the customer may refuse it. ALWA's right to refuse subsequent performance under the statutory conditions shall remain unaffected. ALWA is entitled to make the due supplementary performance dependent on the customer paying the due purchase price. However, the customer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect. The customer shall give ALWA the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes.
- (7) If ALWA does not fulfill these obligations or does not fulfill them in accordance with the contract within a reasonable period of time, the customer may set a final written deadline. In the event of this period expiring without result, the customer may demand reduction of the price, withdraw from the contract, or carry out the remedy itself or by having the necessary remedy carried out by a competent third party at ALWA's cost.
- (8) Subsequent performance shall not include the dismantling, removal or disassembly of the defective goods or the installation, attachment or assembly of defect-free goods if ALWA was not originally obligated to perform such services; the customer's claims for reimbursement of corresponding costs ("dismantling and assembly costs") shall remain unaffected.
- (9) Reimbursement of costs is excluded if the defect does not exist. Furthermore, reimbursement of costs is excluded if the expenses increase because the delivery was taken to another location, unless this was expressly agreed in writing. If the customer has notified ALWA of a defect which has not been confirmed after inspection by ALWA, ALWA shall be entitled to claim a lump-sum compensation of one hundred and fifty (150.00) Euro. ALWA reserves the right to claim additional costs and expenses in connection therewith.
- (10) Claims for material defects and defects of title shall become time-barred after twelve (12) months from the date of delivery; if approval has been agreed, the limitation period shall commence upon approval. The above shall not apply where the law determines longer periods of time as mandatory, particularly for defects in a

building and in a product which has been used in accordance with its customary form of use for a building and has caused the latter to be defective. Unless otherwise agreed in writing, the limitation period for the claim of material defects and defects of title shall be governed by the law.

- (11) In case of defects of components of other manufacturers which ALWA cannot remedy due to licensing or factual reasons, ALWA shall, at its own discretion, assert its warranty claims against the manufacturers and suppliers for the account of the customer or assign them to the customer. Warranty claims against ALWA for such defects shall only exist under the other conditions of and in accordance with these General Terms and Conditions of Sale and Delivery if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, e.g. due to bankruptcy. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the customer against ALWA shall be suspended.

b) Samples / Initial Samples

- (1) If acceptance of a sample (initial sample) for production was agreed upon, the customer shall not be entitled to base a complaint on such sample after their acceptance if and to the extent the cause for the complaint could have been discovered in the course of a careful inspection as customary in the respective industry.
- (2) The customer has to inform ALWA's specified department of any defects discovered at any point immediately upon becoming aware of them in writing.
- (3) ALWA shall be given the opportunity to investigate any alleged defect in the samples. Rejected samples shall be returned to ALWA.

c) Serial Deliveries

- (1) The quality of the goods is only based on their conformance with the agreed technical supply specifications. Any additional purpose, such as but not limited to the fitness for a certain purpose, use or integration into a different product, is not a contractual obligation of ALWA.
- (2) The conformity of the goods shall be determined by their condition at the time risk of loss passes.
- (3) Any material defects arising from unsuitable or improper use, defective assembly or operation by the customer or third parties, normal wear and tear, defective or negligent handling, shall not be considered a material defect. The same applies for defects arising as the consequences of unsuitable modifications or repairs undertaken by the customer or third parties without our approval.

13. Miscellaneous, Claims, Liability, IT Security

- (1) Preceding limitations of liability shall not apply in case of intent and gross negligence on the part of ALWA and its legal representatives, vicarious agents or executives (hereinafter under this clause collectively: ALWA) as well as in case of culpable breach of material contractual obligations. In the event of culpable breach of material contractual obligations, ALWA shall only be liable - except in cases of intent or gross negligence - for reasonably foreseeable damage typical for the contract.
- (2) Furthermore, the limitation of liability shall not apply in cases of mandatory liability under the Product Liability Act. It shall also not apply in the event of injury to life, body or health, which is based on an intentional or negligent breach of duty by ALWA, as well as in the absence of expressly guaranteed characteristics of quality, if and to the extent that this was precisely intended to protect the contracting party against damage which did not occur to the delivered goods themselves.
- (3) Insofar as our liability is excluded or limited, this shall apply accordingly to the personal liability of ALWA's employees, workers, other personnel, legal representatives and vicarious agents.
- (4) The statutory provisions relating to burden of proof shall remain unaffected.
- (5) The parties must ensure compliance with the statutory provisions on IT security by taking appropriate measures in their company. This may only be deviated from in justified exceptional cases. Each party shall otherwise be entitled to terminate all potentially affected agreements without notice if there are objective indications that the other party has not implemented adequate IT baseline protection in its own company.

14. Force Majeure

- (1) Force Majeure, industrial labor disputes, disturbances, official measures, pandemics/epidemics, non-arrival of deliveries from our suppliers and other unpredictable, unavoidable and serious events will release the contracting partners from their duty to perform their respective obligations for the duration of the disturbance and to the extent of their effect. This even applies in case these events occur at a time during which the respective contracting partner is in default, unless such default was caused intentionally or due to gross negligence.

- (2) The contracting parties are obliged, as can reasonably be expected, to provide the necessary information immediately and in good faith to adjust their obligations to the changed conditions.
- (3) Should the event continue, and should such continuance impair a party's interest in performance fundamentally, or should such continuance destroy a party's interest in performance completely, such party has the right to cancel the contract.
- (4) This clause also applies to the failure of ALWA's suppliers to deliver if this is directly or indirectly due to one of the reasons mentioned in this clause 14 under (1) or by applying the long version of the ICC clause on force majeure mentioned in (5).
- (5) In cases of doubt, the requirements for force majeure and the hardship clauses of the International Chamber of Commerce (ICC) shall be deemed agreed between ALWA and the customer. The ICC clause on force majeure is thus included in the long version in the respective contracts in each case. The clause is currently available at: <https://iccwbo.org/news-publications/icc-rules-guidelines/icc-force-majeure-and-hardship-clauses/>

15. Termination of Contract

- (1) A contractual relationship between the parties shall end upon expiry of the corresponding time limit, complete fulfillment, withdrawal or termination.
- (2) Unlimited and long-term contracts can be terminated with a period of notice of six (6) months to the end of the month. Any bindingly ordered quantity of goods must be accepted and paid for at the end of the term.
- (3) The aforementioned provisions shall apply subject to any other individual contractual provisions agreed between the parties.

16. Written Form, Place of Performance, Jurisdiction and Applicable Law

- (1) The written form within the meaning of these General Terms and Conditions of Sale and Delivery shall also be deemed to have been complied with if documents or declarations are transmitted in written, text or electronic form (e.g. letter, EDI, WebEDI, e-mail or fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.
- (2) Unless otherwise agreed in writing, the place of performance for all obligations arising from the contractual relationship shall be ALWA's premises.
- (3) For information on the processing of the data of the Customer and its employees, ALWA's data protection information is currently available at the following link: <https://alwa-gmbh.de/datenschutz/>. The customer shall also be obliged to comply with all statutory data protection regulations.
- (4) The place of jurisdiction for any and all disputes, including any action relating to bills of exchange or checks, shall be ALWA's premises. However, ALWA may also bring an action at the place of business of the customer.
- (5) Should the seat of the customer be outside the Federal Republic of Germany, the exclusive jurisdiction shall rest with an arbitration tribunal in accordance with the following regulation: Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one; The seat of the arbitration shall be Zürich; The arbitral proceedings shall be conducted in English, unless both parties have their seats in German Speaking Countries, in which case the proceedings shall be conducted in German.
The contractual relationship and any disputes in relation therewith shall be subject exclusively to the laws of the Federal Republic of Germany, expressly including the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG-"Vienna Sales Convention"). In the event that the customer has its registered office in a member state of the European Union, German law shall also apply exclusively, including the UN Convention on Contracts for the International Sale of Goods, whereby mandatory provisions of the state in which the customer has its registered office shall remain unaffected.
- (6) Should any regulation in these General Terms and Conditions or of any contract concluded thereunder be, in whole or in part, incomplete, void, inapplicable, or ineffective, the remaining regulations shall remain in full force and effect. The statutory provisions of the relevant law shall apply in lieu thereof. Instead of an incomplete, void or ineffective provision, ALWA and the customer shall negotiate on an effective provision which is comparable to the economic purpose of the incomplete, void or ineffective provision. This shall also apply if the contract contains an omission.
- (7) If there are several language versions of these General Terms and Conditions of Sale and Delivery, the German version shall take precedence.

Registered office and address for service:

ALWA GmbH & Co. KG
Konstruktion & Formenbau
Breite 2
78652 Deisslingen

represented by ALWA Verwaltungen GmbH, which in turn is represented by the managing directors, each with sole power of representation,
Albert Wasmeier and Dominik Kammerer
Registered at Stuttgart Registry Court under HRA 728620 and HRB 744844

VAT ID: DE289389396
Tax Number: 19040/31902