

# **General Terms of Delivery of TS Steel Trade GmbH, Walldorf (Germany), and TS Steel Trade Schweiz AG, Lucerne (Switzerland)**

Status February 2023

## **§ 1 Scope of application**

- (1) These General Terms of Delivery ("GTD") shall govern all legal relations between TS Steel Trade GmbH, Walldorf (Germany), or TS Steel Trade Schweiz AG, Lucerne (Switzerland), on the one hand (hereinafter each referred to as "Seller") and their respective customer (hereinafter referred to as "Buyer") on the other hand. The GTD are integral part of all contracts between the Seller and the Buyer, in particular, contracts on the purchase and/or delivery of movable items and items, if applicable, which are yet to be manufactured ("Products"). Unless agreed otherwise, the GTD apply as a master agreement in their version valid at the time of the Buyer's order or in their version last notified to the Buyer in text form. In case of any contradictions or inconsistencies, individual contractual agreements shall take precedence over these GTD.
- (2) These GTD apply exclusively. All offers, deliveries of Products, and all services of the Seller shall be based exclusively on them, even if the applicability of the GTD is not agreed once more separately. Deviating, contrary or supplementing general terms and conditions of the Buyer shall become part of the contract only if and insofar as the Seller expressly agrees to their applicability. An order accepted without reservations shall not be regarded as the Seller's agreement thereto.
- (3) General terms and conditions of the Buyer or of third parties shall not apply, even if the Seller does not object to their applicability separately in the individual case. Even if the Seller refers to correspondence from the Buyer or a third party, which contains general terms and conditions, this shall not constitute an agreement to their applicability.
- (4) Individual agreements made in the specific case with the Buyer (including side agreements, additions and changes) shall take precedence over these GTD. To prove the content of such agreements, a written contract or a written confirmation from the Seller in the definition of § 2 of the GTD shall be required, subject to proof of the contrary.
- (5) Notices as to the applicability of statutory regulations shall have only clarifying meaning. Legal regulations shall also apply without such a clarification, unless they have been modified or expressly excluded by these GTD.

## **§ 2 Formal requirements**

Declarations and notifications of the Buyer that are relevant in legal terms and relate to the contract (e.g. setting of deadlines, notice of defects, withdrawal or reduction) shall be submitted in writing or in text form (e.g. letter, email, or fax). Statutory regulations on formal requirements and further verifications, in particular in cases of doubt as to the legitimation of the party giving the declarations, shall remain unaffected.

## **§ 3 Offer and conclusion of the contract**

- (1) All offers from the Seller shall be subject to change and be non-binding, unless they are marked explicitly as being binding or if they contain a certain acceptance period.
- (2) The Buyer's order of the Product shall be regarded as a binding quotation to conclude a contract. Unless stated otherwise in the order, the Seller may accept the order within fourteen days from its receipt by the Seller.

- (3) The Seller shall accept the order in writing or in text form as defined under § 2 GTD by means of an order confirmation.

#### **§ 4 Subject and scope of the performance obligation**

- (1) The subject and scope of the deliveries and performances by the Seller shall be specified in its order confirmation in writing or in text form according to § 2 GTD.
- (2) The Seller reserves fulfilment in a form, model or colour differing from the order confirmation, provided that this does not affect the essential characteristics of the object of delivery or service as stated in the order confirmation.
- (3) Information from the Seller about the object of the delivery or service (e.g., weights, dimensions, utility values, capacity, tolerances, and technical data) as well as its descriptions of the same (e.g. drawings and illustrations) shall be decisive only as approximate data, unless the usability for the contractually intended purpose requires a more exact match. They are no guaranteed properties and conditions (i.e., quality), conformity declarations, manufacturer declarations or corresponding marks such as “CE” and “GS”, but descriptions or designations of the delivery or service. The quality and the dimension shall be determined by the DIN/EN standards or the material datasheets applicable on the conclusion of the contract and, in absence of such, in accordance with the common commercial practice. References to industry standards, works standards, material datasheets or test certificates, as well as indications of qualities, dimensions, weight and applicability are also not agreements on properties and conditions (i.e. quality) nor guarantees. Deviations according to common commercial practice and deviations that occur due to legal regulations or technical improvements shall be permissible, insofar as they do not compromise the usability for the contractually intended purpose.
- (4) Any weights charged shall be determined according to common commercial practice by weighing or application of general weight tables. The additions or deductions (commercial weights) customary in the steel trade (e.g., in the Federal Republic of Germany or in Switzerland) shall remain unaffected. The piece numbers, package numbers, or similar data stated in the shipment notice shall be non-binding for Products charged by weight. Unless items are regularly weighed separately, the total weight of the shipment shall apply in each case. Differences compared to the calculatory unit weights are distributed proportionately over the shipment.

#### **§ 5 Prices, import tariff within the EU/EFTA, payment, due date and default**

- (1) The prices apply to the scope of delivery and service listed in the order confirmation. Excess or special services shall be charged separately. Prices are understood ex-factory in EURO for unpackaged, not specially greased Products, without protection against rust, plus the statutory value added tax (as applies, in combination with the reverse charge procedure); for export deliveries, in addition to customs duties and other statutory fees and public levies.
- (2) If the Products are imported from a third country into the European Union (“EU”) or in the European Free Trade Association (“EFTA”), the Products shall be subject to the quota rules for the respective quarter of a year and the import tariffs of the EU/EFTA with regard to the respective third country. If the quota determined for the EU/EFTA is exhausted for a quarter with regard to the deliveries of the Products from the third country, the Buyer shall bear the additional costs incurred for the import tariff (in the amount of the percentage on the price determined by the EU/EFTA) if the Buyer still insists on a delivery in this quarter. The Buyer and the Seller may agree that the delivery of the Products will be postponed to the next quarter to avoid the additional costs resulting from the import tariff.

- (3) If more than four months have passed between the contract signing and the readiness for shipment, and if a significant change in the cost factors has arisen for the Seller, e.g., costs for upstream suppliers, wage and transport costs, and exchange rate costs, price-related public levies, the prices indicated by the Seller as valid on the readiness for shipment shall apply (in each case, less an agreed percentage or fixed rebate).
- (4) All costs related to the transport including insurance shall be borne by the Buyer. If the Buyer orders a delivery in packaged condition, the packaging shall be charged at the cost price and returns of this packaging will not be accepted.
- (5) Invoiced amounts shall be paid in EURO without any deduction ("Purchase Price"). Payment by cheque or bill eligible for rediscounting shall be excluded, unless agreed separately in the individual case. The costs for discounting and collection shall be borne by the Buyer. Credit notes for bills of exchange and cheques shall be made subject to the receipt of the expenses with the value date being the day on which the Seller can freely dispose over the counter value.
- (6) The payment of the Purchase Price shall be due on the fifteenth day of the month following the notice of the readiness for shipment or the delivery ("Due Date") and be payable by then to the Seller ("Payment Period"). If the Seller does not receive the Purchase Price within the Payment Period, the Buyer will be in default on expiration of the Payment Period.
- (7) If the Buyer fails to pay on the Due Date, interest of 5% p.a. shall be incurred the Purchase Price from the Due Date. Claims to higher interest and further losses in the event of default remain unaffected by this.
- (8) In the event of the Buyer's default, the Seller shall hold a claim against the Buyer for the payment of a flat dunning fee (postage, processing costs, etc.) of EUR 40.00. If the Buyer is obligated, due to its default, to pay damages to the Seller for the Seller's legal consequences, the cost fee shall be deducted from the damage compensation.
- (9) If the Buyer is granted a credit limit by the Seller in a current business relationship in the manner that the credit insurer requested by the Seller approves and insures the credit limit for the Buyer, deliveries and services of the Seller shall be made until the credit limit is reached. Once the credit limit is reached, the Seller shall be entitled to fully or partly perform deliveries or services only against prepayment. The Buyer is obliged to enquire about the credit limit with the credit insurer or the Seller.
- (10) If circumstances become known to the Seller after the conclusion of the contract, which are suitable to significantly reduce the Buyer's credit rating (e.g. the termination of the credit limit within the meaning of § 5 (9) GTD, an application for the opening of insolvency proceedings, etc.) and whereby the payment of any outstanding receivables of the Seller from the respective contractual relationship (including other individual work orders which are subject to the same master agreement) are uncertain, the Seller shall have the right to make or perform still pending deliveries or services only against prepayment or security deposit. If the Buyer does not make any prepayment or deposit a security within the period set by the Seller, the Seller shall have the right to revoke from the contract and demand damages. If the Seller obtains knowledge of a significant deterioration of the Buyer's financial situation in the sense of the present para. 10 clause 1, after the Products have already been delivered to the Buyer or the service has already been performed, the Seller shall be entitled to immediately call all receivables from the Buyer for payment, including the ones for which it has accepted bills of exchange, or take back the Products from the Buyer's business site in accordance with § 11 (8) GTD.

- (11) The Buyer's counter claims may only be set-off or payments for such claims may only be withheld if the counter claims are undisputed or have been found valid by final judgement. In case of defects of the Products, the Buyer's right of retention pursuant to § 9 (7) clause 2 GTD shall remain unaffected.

## **§ 6 Delivery and delivery period, delivery delays, delay of acceptance**

- (1) Deliveries shall be made as "Carriage Paid To" (CPT), unless agreed otherwise.
- (2) Deadlines and dates advised by the Seller for deliveries and services ("Delivery Period") shall be subject to the timely and correct supply to the Seller. If no Delivery Period is agreed, the Delivery Periods and dates shall be binding only if a fixed period or a fixed date has been expressly confirmed by the Seller. If a shipment of the Products is agreed, the Delivery Periods and dates refer to the date of the handover to the carrier, freight forwarder or other third party contracted for the transport.
- (3) The Seller – irrespective of its rights resulting from a delay of acceptance by the Buyer in the definition of § 7 (6) GTD – may demand an extension of delivery and performance deadlines or a postponement of delivery and performance dates for the same period of time as the period during which the Buyer fails to fulfil its contractual obligations toward the Seller. This applies in particular to the Buyer's cooperation and the clarification of execution details and obtaining the required documents, approvals and releases by the Buyer.
- (4) If the Buyer does not make a prepayment in the event its credit limit pursuant to § 5 (9) GTD is reached, solely the Buyer shall be accountable for the resulting belated delivery and performance and any consequences caused by this. The Buyer shall also not be permitted to refuse the acceptance of the delivery and performance because they are delayed for reasons for which the Buyer is accountable due to its absent prepayment.
- (5) The Seller shall not be liable for delays in the delivery or service performance or for the impossibility of the delivery or service performance, insofar as these delays are caused by force majeure (e.g. storm, tempest, natural disasters, pandemics, etc.) or other events not predictable on the date of the signing of the contract (e.g. business disruptions of any kind, difficulties in procuring material or energy, transport delays, strikes, legitimate lockouts, lack of workforce, energy or raw material, difficulties in the obtaining the regulatory approvals, measures by authorities or the failed or incorrect or belated delivery by suppliers), which are outside of the Seller's responsibility. It is not relevant in this respect whether the events or obstacles occurred at the company of the Seller or at its suppliers. If such events significantly complicate or make the delivery or service impossible for the Seller and if the obstruction is not only temporary, the Seller shall have a right of revocation from the contract. In case of obstructions persisting temporarily, the delivery or service periods shall prolong or the delivery or service dates shall be postponed by the period of the obstruction plus an appropriate lead time. If it can no longer be reasonably expected from the Buyer in result of the delay that it accepts the delivery or service performance, it may revoke from the contract by giving immediate notice to the Seller.
- (6) The Seller is permitted to make partial deliveries and excess or short deliveries up to 10 percent of the agreed quantity.
- (7) If the Buyer is in delay with the acceptance according to § 7 (6) GTD or if it fails to perform its duty to cooperate according to § 6 (3) GTD or if a delivery is delayed for other reasons at the Buyer's fault, the Seller shall be entitled to demand compensation for the loss incurred for this reason, including the additional expenses.

- (8) In the event the Seller is delayed with a delivery or service performance or in case the delivery or service performance are impossible, the Seller's liability shall be determined pursuant to § 10 GTD, unless one of the reasons contained in § 6 (4) and (5) GTD is given.

## **§ 7 Place of fulfilment, shipment, packaging, transfer of risk**

- (1) The place of fulfilment for all obligations under a contract is Walldorf in contracts with TS Steel Trade GmbH and Lucerne in contracts with TS Steel Trade Schweiz AG.
- (2) The shipment shall be made on account and at the risk of the Buyer without packaging and without special greasing.
- (3) The shipment type and packaging are subject to the Seller's dutiful discretion.
- (4) The risk shall transfer to the Buyer at the latest on the handover (for which the start of the loading process shall be decisive) of the Products to the carrier, freight forwarder or other third party contracted for the execution of the shipment (e.g., Deutsche Bahn). This shall also apply if part deliveries are made or if the Seller has accepted other services in addition, and in case of price agreements free to the place of destination or free alongside ship. If the shipment or the handover are delayed in consequence of a circumstance caused by the Buyer, the risk shall transfer to the Buyer from the day on which the Products are ready for shipment and the Seller has notified the Buyer of this.
- (5) Storage costs after the transfer of risk shall be borne by the Buyer. In case of storage by the Seller, the storage costs per week shall be 0.5% of the invoice total for the Products to be stored. Further claims and proof of higher or lower storage costs remain reserved.
- (6) The Products notified as ready for shipment must be picked up without delay, whereas at the latest after 4 working days. Otherwise, the Buyer will be in delay with the acceptance ("delay of acceptance") and the Seller, at its choice, shall be entitled to ship the Products or place them into storage at the cost and risk of the Buyer and consider the Products as "delivered ex-factory."
- (7) The shipment shall be insured by the Seller only upon the explicit request by the Buyer and at the latter's cost for theft, breakage, and damages from transport, fire and water, and for other insurable risks.
- (8) In case of transport damages, the Buyer shall immediately initiate a damage survey by the competent bodies.

## **§ 8 Acceptance**

- (1) So-called "second quality" Products or special items, which are sold at discounts ("Discounted Material"), shall be inspected and tested already before they are loaded for shipment to the Buyer. The Buyer shall confirm by an acceptance declaration in writing or in text form according to § 2 GTD that the Discounted Material is in accordance with the contract as the Products to be delivered ("Acceptance"). If the Buyer waives an inspection and testing, the Discounted Material shall be deemed delivered and accepted in accordance with the contract when it leaves the supplier. Notices of defects shall then be regarded as belated.
- (2) In cases other than Discounted Material according to § 8 (1) GTD, an acceptance of the Products shall only be necessary if an acceptance is based on a special agreement.
- (3) If the Buyer purchases Products of a certain quality level, for which an acceptance is mandated, it is agreed (unless otherwise determined by the Seller and the Buyer) that the

inspection of the Products shall be made directly by the supplier and that the Seller shall deliver a works acceptance certificate.

- (4) If a date for an acceptance is agreed, it may take place only at the supplier's site directly upon notification of the readiness for acceptance. The personal costs for acceptance shall be borne by the Buyer; the impersonal costs of acceptance shall be invoiced to it according to the Seller's price list or the supplier's price list. If the acceptance does not take place for reasons outside of the Seller's responsibility, or if it does take place but not on time or not to the complete extent, it shall be authorised to ship the Products without acceptance or store them at the cost and risk of the Buyer and invoice the costs to the latter. The Products shall be deemed delivered and accepted in accordance with the contract as soon as they are placed in storage or whenever they leave the supplier or warehouse.
- (5) If an acceptance must take place, the Products shall also be deemed accepted if the Buyer has started to use the Products.

## **§ 9 Warranty, material defects**

- (1) The warranty period is one year from delivery or from acceptance as defined in § 8 GTD, if an acceptance is required. This period shall not apply to the Buyer's damages claims arising from injury to life, body or health or from intentional or gross negligent breaches of duty by the Seller or any of its assistants, which expire according to the statutory limitation periods.
- (2) The Products shall be inspected carefully immediately upon their delivery to the Buyer or the third parties determined by it. If the Products are delivered from the Seller to a third party on the Buyer's request ("Third-Party Delivery"), it shall be the Buyer's responsibility to ensure an inspection by the third parties determined by it. If the Buyer has the Products be delivered directly by a supplier of the Seller to itself or to a third party ("Third-Party Deal"), the Buyer shall be obligated to the Seller to take all necessary measures and take all required actions in cooperation, which enable the Seller to give timely notice to its supplier of a defect on the Products. Both in case of a direct delivery of the Products from the Seller to the Buyer ("Direct Delivery") as well as in case of a Third-Party Delivery, and in case of a Third-Party Deal, the Products shall be deemed approved by the Buyer with regard to obvious defects or other defects that would have been detectable as if an immediate and careful inspection had taken place, unless the Seller receives a notice of defects within seven working days from the delivery. Regarding other defects, the Products shall be deemed approved by the Buyer in said cases (Direct Delivery, Third-Party Delivery, Third-Party Deal) if the notice of defects is not received by the Seller within seven working days from the date on which the defect was discovered; if the defect was detectable to the Buyer in normal use at an earlier point in time already, this earlier point in time shall be decisive, however, for the start of the period for examination and notifying of a defect. After performance of an acceptance of the Products as defined in § 8 GTD by the Buyer, the complaint of material defects that were detectable during the acceptance shall be excluded.
- (3) If the Buyer has failed to detect a defect due to negligence, it may assert rights for this defect only if the Seller has fraudulently concealed the defect or assumed a guarantee for the properties and conditions (i.e. quality) of the item.
- (4) The statutory provisions shall apply to the prerequisites and the existence of a defect.
- (5) In case Discounted Material in the definition of § 8 (1) GTD is purchased, the Seller shall extend neither a warranty for material defects nor a guarantee for the analysis, quality and stability, nor for the material's suitability for certain purposes of use. This shall also apply even if the order or the order confirmation contains information on the characteristics of

properties and conditions named in § 4 (3) GTD. In particular, the reasons for downgrading items and deficits in their properties and conditions (i.e. quality), which can normally be expected, do not constitute a material defect.

- (6) The warranty shall lapse if the Buyer modifies Products or has them modified by third parties without the Seller's consent and if the defect correction is thereby made impossible or complicated unreasonably. The Buyer shall bear the additional costs for the correction of defects that are incurred due to the modification in all cases.
- (7) In case of a defect on the Product, the Seller shall be obligated and entitled at its choice to remedy the defect or make a replacement delivery ("Subsequent Fulfilment") within an appropriate period set by the Buyer. In the event that the Subsequent Fulfilment fails, i.e., if the remedy of the defect or the replacement delivery is impossible, unreasonable, refused or inappropriately delayed, the Buyer may revoke from the contract or reduce the Purchase Price appropriately. If the defect is minor or if the Products are already sold, processed or modified, it shall no longer be entitled to a right of revocation.
- (8) The Seller shall be entitled to make the owed Subsequent Fulfilment contingent on the Buyer's payment of the due Purchase Price. The Buyer shall be entitled, however, to withhold an appropriate part of the Purchase Price in proportion to the defect.
- (9) Claims of the Buyer for damages or reimbursement of futile expenditures shall also apply in case of a defect on the conditions defined in § 10 GTD.
- (10) On the Seller's request, the Products or a complained portion of them shall be returned to the Seller with freight paid for the purpose of the Subsequent Fulfilment. In case of a justified notice of defect, the Seller shall compensate the costs for the most efficient shipment route; this shall not apply if the costs increase because the Products are located at a different place other than the place of the intended use. In case of an unjustified request for Subsequent Fulfilment by the Buyer, the Seller may demand a refund from it for the costs it has incurred (in particular, costs for testing and transport), unless the missing defectiveness was not detectable for the Buyer.

#### **§ 10 Liability for damages based on fault**

- (1) The Seller's liability for damages, regardless of the legal reason, in particular for impossibility, delay, defective or incorrect delivery of the Products, breach of contract, fault in the conclusion of the contract, and for tortious act shall be limited pursuant to § 10 GTD whenever fault is decisive in the respective case.
- (2) The Seller shall not be liable in cases of simple negligence by its bodies, legal representatives, employees or other agents, unless duties essential to the contract are breached. Essential duties of the contract include the obligation for the timely delivery of the Products, the absence of defects of title and material defects, which impair their functioning of suitability for use more than just insignificantly, as well as obligations for advising and protecting, and the duties of care which are to enable the Buyer to use the Products in accordance with the contract or which have the purpose of protecting the life and limb of the Buyer's personnel or protecting its property against substantial damages.
- (3) Insofar as the Seller is liable for damage compensation according to § 10 (2) GTD on the merits, this liability shall be limited to damages, which the Seller has anticipated on the conclusion of the contract as a possible consequence of a breach of contract or which it should have anticipated in application of the customary commercial care. Indirect damages and consequential damages, which are the result of defects on the Products, shall be qualified for compensation, insofar as such damages can be typically expected when using the Products as intended.

- (4) In the event of liability for simple negligence, the Seller's obligation to pay compensation shall be limited to the total net purchase price for property damages and further financial damages resulting from them, even if a breach of duties essential to the contract is concerned.
- (5) The foregoing liability exclusions and limitations shall apply to the same extent in favour of the bodies, legal representatives, employees and other agents of the Seller.
- (6) Insofar as the Seller provides technical information or advice and if this information or advice is not included in the scope of service owed by it as agreed under the contract, this shall be provided free of charge and to the exclusion of any liability.
- (7) The liability limitations of this § 10 GTD shall not apply to the Seller's liability for intentional acts, guaranteed quality, injury to life, body or health nor to liability pursuant to the Product Liability Act.

## **§ 11 Reservation of title**

- (1) The reservation of title defined below serves to secure all potentially existing present and future claims of the Seller against the Buyer (including the balance of receivables from an on-account relationship, if any, which is limited to this business relationship). This also applies to claims arising in the future and to conditional claims, e.g., arising from drawn cheques and bills of exchange, and in cases in which payments are made on receivables named separately.
- (2) The Products delivered by the Seller to the Buyer shall remain the property of the Seller until the complete payment of all secured claims. The Products and the products taking their place pursuant to the following provisions, which are covered by the reservation of title, are hereinafter referred to as "Products Subject to the Reservation of Title."
- (3) The Buyer shall store the Products Subject to the Reservation of Title free of charge for the Seller.
- (4) The Buyer is entitled to process and sell the Products Subject to the Reservation of Title up until the event of a lack of payment (§ 11 (8) GTD) in the ordinary course of business. Pledging and transfers by way of security shall be permissible, in contrast.
- (5) If the Products Subject to the Reservation of Title are processed by the Buyer, the processing shall take place in the name and on account of the Seller, as the manufacturer pursuant to Sec. 950 BGB [German Civil Code], and the Seller shall directly acquire the ownership or – if the processing takes place with items of several owners or if the value of the processed object is higher than the value of the Products Subject to the Reservation of Title – the co-ownership (i.e. fractional share of property) in the newly created object, in the ratio of the value of the Products Subject to the Reservation of Title to the value of the newly created object. In the case that no such acquisition of ownership by the Seller should occur, the Buyer hereby transfers on this day already its future ownership or the co-ownership of the newly created object – in the ratio named above – to the Seller as security. If the Products Subject to the Reservation of Title are combined or inseparably mixed with other items into one consistent object, and if the other items should be regarded as the main object, the Buyer hereby transfers the co-ownership of the consistent object in the ratio named in the present para. (5) clause 1, to the extent that it owns the main object.
- (6) In case of a resale of the Products Subject to the Reservation of Title, the Buyer assigns to the Seller on this day already by way of security the resulting claim against the customer



and all related securities, which the Buyer acquires for the claim or – in case of co-ownership of the Seller in the Products Subject to the Reservation of Title – according to the co-ownership share. If the Products Subject to the Reservation of Title is sold by the Buyer together with other products that are not sold by the Seller, the Seller shall be assigned the claim arising from the resale in the ratio of the invoice value for the Products Subject to the Reservation of Title to the other sold products. In case items are sold on which the Seller holds co-ownership shares according to § 11 (5) GTD, the Seller shall be assigned a portion corresponding to its co-ownership share. The same applies to other claims, which take the place of the Products Subject to the Reservation of Title or which are otherwise created regarding the Products Subject to the Reservation of Title, e.g., insurance claims or claims arising from tortious act in case of loss or destruction. The Seller irrevocably empowers the Buyer to collect the claims assigned to the Seller in its own name. This collection authorisation shall expire in the event of a cancellation by the Seller, whereas at the latest on payment default, non-encashment of a bill of exchange or application for the opening of insolvency proceedings.

- (7) If third parties take control over the Products Subject to the Reservation of Title, in particular, by attachment, the Buyer shall immediately indicate that the Seller has the ownership and shall inform the Seller thereof so as to enable it to enforce its property rights. If the third party is not able to refund the Seller the costs incurred in and out of court in this connection, the Buyer shall be liable for them to the Seller.
- (8) If the Buyer comes to be in default of payment or if it does not cash a bill of exchange on the Due Date, the Seller shall be entitled to take back Products Subject to the Reservation of Title and, for this purpose, enter the respective operating premises of the Buyer if necessary. The same applies if it becomes apparent after the conclusion of the contract that the Seller's claim to payment under this contract or other contracts with the Buyer is put at risk for absent solvency of the Buyer. If Products are taken back, this shall not constitute a revocation from the contract. The regulations of the Insolvency Code remain unaffected.
- (9) The Seller shall release the Products Subject to the Reservation of Title and the objects or claims replacing them, if their value exceeds the amount of the secured claims by more than 20%. The selection of the items to be released then shall be within the Seller's discretion.

## **§ 12 Place of jurisdiction, choice of law, interpretation of terms, contractual and negotiating language**

- (1) The District Court of Mannheim (Germany) shall have exclusive jurisdiction for contractual and non-contractual disputes between the Seller and the Buyer if the Buyer is – within the meaning of German law – either a merchant or has no domicile within the territory of the Federal Republic of Germany.
- (2) These GTD and the further legal relationships between the Buyer and the Seller, including the agreement on the place of jurisdiction in § 12 (1) GTD, shall be governed by the law of the Federal Republic of Germany, to the exclusion of international uniform law (in particular the UN Convention on Contracts for the International Sale of Goods/CISG).
- (3) All terms used in these GTD will be interpreted according to German law. The German language shall be the contractual and negotiating language, unless otherwise agreed between the Buyer and the Seller.