

General Terms and Conditions of Sale and Delivery 04/2023

Albert Handtmann Elteka GmbH & Co. KG
Hubertus-Liebrecht-Straße 21
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1. Scope

1.1. These General Terms and Conditions of Sale and Delivery shall only apply if the Client is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law. All deliveries, services and offers of Albert Handtmann Elteka GmbH & Co. KG (hereinafter also referred to as "Seller") shall be made exclusively subject to these General Terms and Conditions of Sale and Delivery (GTCS). These are an integral part of all contracts that we conclude with our contractual partners (hereinafter also referred to as "Principal") for the deliveries or services offered by us. They shall also apply to all future deliveries, services or offers to the Customer, even if they are not expressly agreed again. Any terms and conditions contrary to or deviating from our Terms and Conditions of Sale shall not apply, even if we have not objected to their application in individual cases.

1.2. Our Terms and Conditions of Sale shall also apply if we make delivery to the Customer without reservation in the knowledge that the Customer's terms and conditions conflict with or deviate from our Terms and Conditions of Sale. The terms and conditions of the customer or third parties shall not apply even if we refer to a letter that contains or refers to the customer's terms and conditions, this shall not constitute an agreement to the validity of those terms and conditions.

2. Offer and conclusion of contract

2.1. Catalogs, printed materials and price lists shall not be deemed to be an offer.

2.2. Our offers are subject to change and non-binding unless they are expressly marked as binding or contain a specific acceptance period. If an order is to be regarded as an offer in accordance with § 145 BGB, we may accept it within 2 weeks of receipt. If, by way of exception, a binding offer is made without a deadline for acceptance, this can be accepted by the client by placing an order within 7 days of the offer being made at the latest. Orders are binding for the client.

2.3. The legal relationship between the Seller and the Customer shall be governed solely by the written contract, including these General Terms and Conditions of Delivery. This fully reflects all agreements between the contracting parties on

the subject matter of the contract. Verbal promises made by the Seller prior to the conclusion of this Contract shall not be legally binding and verbal agreements between the Contracting Parties shall be replaced by the written Contract, unless expressly agreed otherwise between the Parties.

2.4. Supplements and amendments to the agreements made, including these GTCS, must be made in writing to be effective. With the exception of managing directors or authorized signatories, our employees are not entitled to make verbal agreements that deviate from the written agreement. Telecommunicative transmission, in particular by fax or e-mail, shall be sufficient to comply with the written form requirement.

2.5. Information provided by the Seller on the subject of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) are only approximately authoritative unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed quality features, but descriptions or identifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts, are permissible insofar as they do not impair the usability for the contractually intended purpose.

3. Prices and terms of payment

3.1. Prices are quoted in EUR FCA (INCOTERMS 2020) plus packaging, the applicable statutory value added tax, transport and ancillary costs, customs duties for export deliveries as well as fees and other public charges.

3.2. If the agreed prices are based on our list prices and the delivery is to be made more than three months after conclusion of the contract, our list prices valid at the time of delivery shall apply (in each case less an agreed percentage or fixed discount).

3.3. Invoice amounts shall be paid within 30 days without any deduction, unless otherwise agreed in writing. The date of receipt by the Seller shall be decisive for the date of payment. Payment by

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check is excluded, unless it is agreed separately in individual cases.

Costs for tools, devices and programming are payable in the amount of 50% after receipt of our order confirmation and the remainder after receipt of the first series delivery. The respective down payments and final payments mentioned are due in each case 30 days after receipt of the corresponding down payment or final invoice.

3.4. In the event of default on the part of the customer, we shall be entitled - without prejudice to other statutory claims - to demand default interest in the amount of 9% points above the respective base interest rate of the European Central Bank p.a.. The assertion of higher interest and further damages in the event of default remains unaffected.

3.5. The client may only offset against our claims or exercise a right of retention if the counterclaims are undisputed or have been legally established or arise from the same order under which the service in question was performed.

3.6. We shall be entitled to perform or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, we become aware of circumstances which are likely to substantially reduce the creditworthiness of the Customer and as a result of which payment of our outstanding claims by the Customer arising from the respective contractual relationship (including from other individual orders to which the same framework agreement applies) is jeopardized. The same shall apply if the Customer has repeatedly and/or substantially defaulted on its payments. If the client does not comply with such a request for advance payment or provision of security, we may - without prejudice to our other rights - withdraw from the contract.

4. Delivery time, delay in delivery, force majeure

4.1. Deliveries shall be made FCA (INCOTERMS 2020).

4.2. The start of the delivery period stated by us shall be subject to the clarification of all technical questions, the timely receipt of all documents to be procured by the customer, such as official approvals and releases, as well as the timely payment of any agreed down payment or the opening of an agreed letter of credit .

4.3. Insofar as an export license is required for the delivery and this is not available by the scheduled delivery date despite proper and timely application, the delivery date shall be extended until it is granted. Claims for damages cannot arise from this.

4.4. The delivery period shall be deemed to have been complied with if the delivery item has been handed over to the forwarding agent, carrier or other third party commissioned with the transport or if notification of readiness for dispatch has been given by the time the delivery period expires. Partial deliveries are permissible unless they have been expressly excluded.

4.5. We may - without prejudice to our rights arising from default on the part of the Customer - demand from the Customer an extension of delivery and performance deadlines or a postponement of delivery and performance dates by the period during which the Customer fails to meet its contractual obligations towards us.

4.6. We shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events not foreseeable at the time of conclusion of the contract (e.g. (e.g. strikes, breakdowns of any kind, difficulties in procuring materials or energy, transport delays, lawful lock-outs, shortages of labour, energy or raw materials, difficulties in procuring the necessary official permits, official measures, the failure to deliver correctly or on time, or late delivery by suppliers despite a congruent hedging transaction concluded by us, pandemics or epidemics, war, acts of terrorism, embargo, virus and other attacks by third parties on our IT system, insofar as these occurred despite observance of the usual care for protective measures) for which we are not responsible. Insofar as such events make delivery or performance substantially more difficult or impossible for us and the hindrance is not only of temporary duration, we shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may

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withdraw from the contract by means of an immediate written declaration to us.

4.7. If we are in default with a delivery or service or if a delivery or service becomes impossible for us, for whatever reason, our liability for damages shall be limited in accordance with Section 10. of these General Terms and Conditions of Delivery.

4.8. We shall only be entitled to make partial deliveries if

- the partial delivery for the client within the scope of the contractual purpose of destination can be used,
- the delivery of the remaining ordered goods is insured and
- the client no significant additional effort or additional costs arise (unless we agree to bear these costs).

4.9. If there is a significant deterioration in the financial circumstances of the customer, we may demand immediate payment of all outstanding claims and demand security for these.

5. Place of performance, shipment, transfer of risk

5.1. The place of performance for all obligations arising from the contractual relationship shall be Biberach, unless otherwise specified. If we also owe the installation, the place of performance shall be the place where the installation is to take place.

5.2. The method of shipment and the packaging are subject to our dutiful discretion.

5.3. Unless a provision according to INCOTERMS has been agreed and we have not assumed the transport, the risk shall pass to the Customer at the latest at the time and to the extent at which the product or parts thereof are handed over to the forwarding agent, carrier or other third party designated to carry out the shipment, whereby the start of the loading process shall be decisive, or by notifying the Customer that the product is ready for shipment. This shall also apply to deliveries made by our employees, to deliveries made carriage and packaging paid, and in cases where assembly, installation or other services are undertaken by us.

5.4. If the shipment or the handover is delayed due to a circumstance the cause of which lies with the Customer, the risk shall pass to the Customer from

the day on which the delivery item is ready for shipment and we have notified the Customer of this.

5.5. Storage costs after transfer of risk shall be borne by the customer. In the event of storage by us, the storage costs shall amount to at least 0.5% of the invoice amount of the delivery items to be stored per month. The contracting parties shall be free to prove higher or lower storage costs. Statutory claims for compensation shall remain unaffected.

5.6. The consignment shall only be insured against the insurable risks designated by the customer at his express request and at his expense. We are entitled to take a transport insurance at his expense.

5.7 Insofar as acceptance is to take place, the delivery item shall be deemed to have been accepted when

- the delivery and, if we also owe the installation, the installation is completed is,

- we have notified the Customer thereof with reference to the deemed acceptance pursuant to this Section 5.7. and have requested the Customer to accept the goods,

- 12 working days have passed since delivery or installation or the Customer has started using the delivered item (e.g. has put the delivered equipment into operation) and in this case 5 working days have passed since delivery or installation and

- the Customer has failed to take delivery within this period for a reason other than a defect notified to us which makes the use of the delivery item impossible or significantly impairs it.

5.8. In the case of deliveries abroad, the Customer shall bear the risk of shipment. The implementation of any necessary customs clearance measures shall be incumbent on the Customer, as shall compliance with any existing official import regulations of the country of destination.

6. Copyright and ownership of documents

We reserve the ownership or copyright to all offers and cost estimates submitted by us as well as plans, drawings, calculations, sketches and other technical documents, illustrations, samples, catalogs, brochures, models, tools and other aids etc. made available to the customer. These shall always remain our intellectual property.

The client may not make these items available to third parties, either as such or in terms of content,

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disclose them, use them himself or have them used by third parties, or reproduce them without our express consent. At our request, he shall return these items to us in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. This does not apply to the storage of electronically provided data for the purpose of normal data backup. Copyrights, patent rights, trademark rights and all other industrial property rights to objects which we provide or make accessible to the customer in the context of the initiation and/or execution of the contract shall be exclusively vested in us in the relationship between the contracting parties. Insofar as third parties are entitled to the rights, we shall have corresponding rights of exploitation. The right of use is personally limited to the client or the contractually agreed user as well as objectively limited to the contractually agreed scope. The copyright remains unaffected.

7. Retention of title

7.1. The delivery item shall remain our property until complete fulfillment of all current and future claims against the customer to which we are entitled from the existing delivery relationship.

7.2. The goods as well as the goods covered by the reservation of title which take their place in accordance with the following provisions shall hereinafter be referred to as "Reserved Goods".

7.3. The Customer shall store the reserved goods for us free of charge with the due care of a prudent businessman.

7.4. The Customer shall be entitled to process and sell the reserved goods in the ordinary course of business until the case of realization (clause 7.9.) occurs. Pledges and transfers of ownership by way of security are not permitted.

7.5. If the goods subject to retention of title are processed by the Customer, it is agreed that the processing shall be carried out in our name and for our account as manufacturer and that we shall acquire direct ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the goods subject to retention of title - co-ownership (fractional ownership) of the newly created item in the ratio of

the value of the goods subject to retention of title to the value of the newly created item. In the event that no such acquisition of ownership should occur on our part, the customer shall already now transfer its future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to us as security. If the reserved goods are combined or inseparably mixed with other items to form a uniform item and if one of the items is to be regarded as the main item, so that we or the customer acquire sole ownership, the party to whom the main item belongs shall transfer to the other party pro rata co-ownership of the uniform item in the ratio specified in sentence 1.

7.6. In the event of resale of the goods subject to retention of title, the Customer hereby assigns to us by way of security the resulting claim against the purchaser - in the event of our co-ownership of the goods subject to retention of title in proportion to the co-ownership share - in the amount corresponding to the price of the delivery item invoiced by us, without any further special declarations being required. The same shall apply to other claims which take the place of the reserved goods or otherwise arise in respect of the reserved goods, such as insurance claims or claims in tort in the event of loss or destruction. We revocably authorize the customer to collect the claims assigned to us in his own name. The share of the claim assigned to us shall be satisfied with priority. In the event of justified interests, in particular in the event of default in payment, cessation of payment, opening of insolvency proceedings, protest of a bill of exchange or justified indications of over-indebtedness or imminent insolvency on the part of the Customer, we shall be entitled to revoke the Customer's authority to collect. In addition, we shall be entitled to disclose the assignment by way of security after prior warning and observance of a reasonable period of time, to realize the assigned claims and to demand disclosure of the assignment by way of security by the customer to the purchasers. If a justified interest is substantiated, the customer shall provide us with the information required to assert our rights against the purchasers and hand over the necessary documents.

7.7. If third parties gain access to the goods subject to retention of title, in particular by way of seizure,

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the Customer shall immediately notify them of our ownership and inform us thereof in order to enable us to enforce our ownership rights. If the third party is not in a position to reimburse the customer for the judicial or extrajudicial costs incurred in this connection, the customer shall be liable to us for this.

7.8. We shall release the goods subject to retention of title and the items or claims replacing them insofar as their value exceeds the amount of the secured claims by more than 50%. The selection of the items to be released thereafter shall be at our discretion.

7.9. If we withdraw from the contract in the event of a breach of contract by the customer - in particular default of payment - we shall be entitled to demand the return of the goods subject to retention of title.

7.10. If the Customer combines the delivery item or the new goods with real estate, he shall also assign to us, without any further special declarations being required, his claim to which he is entitled as remuneration for the combination in the amount corresponding to the price of the delivery item invoiced by us.

7.11. During the existence of the reservation of title, the customer is prohibited from pledging or transferring ownership by way of security. In the event of seizure, confiscation or other dispositions or interventions by third parties, the customer shall notify us immediately.

8. Liability for defects

8.1. Rights arising from liability for defects on the part of the customer shall require that the customer duly complies with its duty to inspect and give notice of defects in accordance with § 377 of the German Commercial Code (HGB). The delivered items shall be deemed to have been approved by the Customer with regard to obvious defects or other defects which would have been recognizable in the course of an immediate, careful inspection if a written notice of defect is not received by us within 7 working days after the point in time at which the defect became apparent; however, if the defect was already apparent at an earlier point in time during normal use, this earlier point in time shall be decisive for the commencement of the period for giving notice of defect.

8.2. In the event of a timely and justified complaint by the customer, we shall repair or replace all defective parts at our discretion. Replaced parts shall be

returned to us. In the event of rectification of the defect, we shall be obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the delivery item is located at a place other than the place of intended use. If rectification or replacement is not possible or is refused or is delayed beyond a reasonable period, or fails for other reasons for which we are responsible, the customer may, at his option, withdraw from the contract or reduce the purchase price.

8.3. Insofar as a product is specified, it shall be free from material defects if recognized production-related tolerances are observed. The Customer may only refer to an intended use by him if this has been expressly agreed in writing.

8.4. The liability for defects shall not apply if the customer modifies the delivery item or has it modified by a third party without our consent and the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.

8.5. We do not provide any warranty for damage caused by natural wear and tear, unsuitable or improper use or handling, excessive stress, faulty assembly or commissioning by the customer or third parties.

8.6. In particular with regard to the intended use of the delivered products, the customer shall be responsible for proper design in compliance with the relevant safety regulations and the required test procedures, for the selection of the material as well as the correctness and completeness of the technical delivery specifications and the technical data, documents and drawings, models, production facilities made available to us. This shall also apply in the event that we propose modifications to which the customer agrees.

8.7. If a defect is due to our fault, the customer shall be entitled to claim damages under the conditions set out in clause 10. of these terms and conditions of delivery.

8.8. The provisions according to clause 10. shall apply accordingly to direct claims of the customer against our legal representatives or vicarious agents.

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8.9. Any delivery of used items agreed with the Customer in individual cases shall be made to the exclusion of any warranty for material defects.

9. Property rights

9.1. In the event of infringements of rights of products of other manufacturers supplied by us, we shall, at our discretion, assert our claims against the manufacturers and upstream suppliers for the account of the Customer or assign them to the Customer. Claims against us shall only exist in these cases in accordance with this Section 9. if the judicial enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or is futile, for example due to insolvency.

9.2. The Customer warrants that the delivery items to be manufactured according to its specifications do not infringe any third-party property rights. The customer shall indemnify us upon first request against claims for infringement of property rights asserted against us in connection with products which we have manufactured according to drawings, product specifications or instructions of the customer.

9.3. The customer expressly undertakes to respect our industrial property rights and not to pass on or exploit any other and protected knowledge to which it has gained access in connection with the order.

9.4. The client is obliged not to infringe our trademarks and to maintain them during processing.

10. Liability for damages due to fault

10.1. Our liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contractual negotiations and tort, shall be limited in accordance with this Section 10., insofar as fault is relevant in each case.

10.2. We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, unless a breach of material contractual obligations is involved. Material contractual obligations are the obligation to deliver and install the delivery item in due time, its freedom from defects of title as well as such material defects which impair its functionality or usability more than insignificantly, as well as consulting, protection and care obligations which

are intended to enable the Customer to use the delivery item in accordance with the contract or which are intended to protect the life and limb of the Customer's personnel or to protect the Customer's property from significant damage.

10.3. Insofar as we are liable for damages on the merits pursuant to Section 10.2. of these Terms and Conditions of Delivery, this liability shall be limited to damages which we foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which we should have foreseen by exercising due care. Indirect damage and consequential damage resulting from defects in the delivery item shall also only be eligible for compensation insofar as such damage is typically to be expected when the delivery item is used for its intended purpose. The above provisions of this Paragraph 10.3. shall not apply in the event of intentional or grossly negligent conduct on the part of our executive body members or senior employees.

10.4. In the event of liability for simple negligence, our obligation to pay compensation for damage to property and any further financial losses resulting therefrom shall be limited to typical contractual and foreseeable losses, even if this involves a breach of material contractual obligations.

10.5. A change in the burden of proof to the disadvantage of the Customer is not associated with the above provisions.

10.6. The above exclusions and limitations of liability shall apply to the same extent in favor of our corporate bodies, legal representatives, employees and other vicarious agents.

10.7. Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by us, this shall be done free of charge and to the exclusion of any liability.

10.8. The limitations of this Section 10. shall not apply to our liability for intentional conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act. Claims under data protection law are not covered by this liability provision.

11. Delivery quantity

Dimensions, weights and quantities stated in our offers and order confirmations represent approximate

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values customary in the industry and do not constitute quality guarantees. Deviations in dimensions, weights and quantities due to casting technology are just as permissible as those within tolerances customary in the industry and relevant DIN standards and do not entitle the customer to make complaints. The dimensions, weights and delivery quantities determined by us and stated in the delivery bills shall be decisive for invoicing.

12. Molding and manufacturing devices

12.1. If the customer provides us with models, casting tools or other molding or manufacturing devices, they shall be sent to us at the customer's expense and shall be free of charge for us.

12.2. Parts delivered by the customer for casting must be dimensionally accurate and ready for casting. The customer shall supply replacements free of charge for parts which become unusable due to rejects. The number of cast-in parts must reasonably exceed the number of castings ordered.

12.3. We shall not be obliged to check the conformity of the models, casting tools and molding equipment provided by the customer with the drawings, samples or contractual specifications provided to us and shall only do so on the basis of an express agreement. The customer shall be liable for the correct design in terms of foundry technology and the execution of the parts provided which ensures the intended use. We are entitled to make changes to these, insofar as this appears necessary to us for technical foundry reasons and the workpiece is not changed as a result. The customer shall bear the costs of modifications and reworking necessary due to technical casting requirements, the costs of maintenance as well as the costs of replacement of patterns, casting tools and molding equipment.

12.4. If we produce models, casting tools or other production equipment on behalf of the customer or procure these, the customer shall bear the costs for this. This shall also apply to replacement models and follow-up tools. In case of non-utilization of a casting tool, the client shall bear the remaining part of the costs not covered. The items produced or procured remain in our possession and are our property. If it is agreed otherwise that the customer becomes the owner of the production equipment, ownership shall

pass to him upon payment of the agreed price. The handover of the production equipment is replaced by our obligation of safekeeping. The client may terminate the custody relationship at the earliest two years after the transfer of ownership, unless there is an important reason.

12.5. We shall handle and store order-related molding and production equipment with the care that we use in our own affairs. We are not obliged to take out insurance. We shall not be liable for the accidental loss or deterioration of the production parts, models, molds, etc. made available to us. Claims arising from consequential damages cannot be asserted by the customer. We may return the production parts, models, dies, molds, etc. made available to us to the customer at the customer's expense and risk if they are no longer required by us or, if the customer does not comply with our request to collect them within a reasonable period of time, we may store them at the usual storage costs and, after setting a reasonable deadline and issuing a warning to no avail, destroy or dispose of them.

12.6. The customer may only assert claims against us based on copyrights or industrial property rights with regard to models, casting tools or molds sent in or produced or procured on his behalf if he has informed us in writing of the existence of such rights and has expressly reserved them.

12.7. In accordance with this clause 12.7., the customer shall be responsible for ensuring that no third-party industrial property rights are infringed by drawings, models or production equipment provided by him. He shall be obliged to indemnify us against all claims asserted against us by third parties due to such infringement of industrial property rights resulting from the fact that we work according to drawings of the customer or his other specifications or production facilities and shall reimburse us for all necessary expenses in connection with this claim. This shall not apply insofar as the customer proves that he is neither responsible for the infringement of industrial property rights nor should have recognized it by exercising due care.

12.8. If rejects occur during the use of a production facility that can only be used once, the customer shall either provide a production facility again or bear the costs of the replacement facility.

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13. Data protection

We are entitled to process and store the data about the client received with regard to or in connection with the business relationship within the scope of the applicable statutory provisions.

14. Jurisdiction, applicable law

14.1. If the Customer is a merchant, a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between us and the Customer shall be, at our option, Biberach/Riss, Germany or the Customer's registered office. However, in such cases Biberach/Riss, Germany shall be the exclusive place of jurisdiction for actions against us. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

14.2. The relations between the Seller and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) shall not apply.

14.3. Insofar as the contract or these General Terms and Conditions of Delivery contain loopholes, those legally effective provisions shall be deemed agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery if they had been aware of the loophole.

14.4. Supplements and amendments to the agreements made, including these General Terms and Conditions of Delivery, must be in writing in order to be effective. With the exception of managing directors and authorized signatories, our employees are not entitled to make verbal agreements deviating from this. Transmission by telecommunication, in particular by fax or by e-mail, shall be sufficient to comply with the written form, provided that a copy of the signed declaration is transmitted.