

## **General Terms and Conditions of Sale and Delivery of LARU GmbH**

### **1. Scope of application / Customer's differing terms and conditions**

- 1.1 These General Terms and Conditions of Sale and Delivery (hereinafter referred to as "**General T&Cs of Sale & Delivery**") apply to LARU GmbH, Weusterstr. 25, D-46240 Bottrop (hereinafter referred to as "**we**"/"**us**" or "**LARU**").
- 1.2 The General T&Cs of Sale & Delivery apply exclusively to businesses within the meaning of Section 14 of the German Civil Code (*BGB*) i.e. to natural persons or legal entities which, when concluding a legal transaction, are acting in the performance of their commercial or independent professional activities (hereinafter referred to as "**Customer**").
- 1.3 Business relations with our Customers concerning deliveries and services shall be governed exclusively by our General T&Cs of Sale & Delivery and any individual contractual agreements made with the Customer. Differing General Terms and Conditions - especially General Terms and Conditions of Purchase - of the Customer shall only apply if and to the extent that we expressly recognise them in writing. Our silence regarding such differing General Terms and Conditions shall not be deemed to be recognition or consent, and this shall also apply to future contracts. Where our General T&Cs of Sale & Delivery are implemented in business with the Customer, they shall also apply to all further and future business relations of the same kind between the Customer and ourselves, unless otherwise expressly agreed in writing.
- 1.4 Our General T&Cs of Sale & Delivery shall apply in place of any General Terms and Conditions of the Customer, even if, according to such Terms and Conditions, acceptance of an order provides for unconditional recognition of the General Terms and Conditions or we deliver or perform, after the Customer has indicated the validity of the Customer's General Terms and Conditions, unless we have expressly waived the validity of our General T&Cs of Sale & Delivery in writing.

### **2. Properties of the deliveries**

- 2.1 Reference to standards, similar technical regulations and technical information (including indications of weight and dimension), descriptions and illustrations/drawings in quotations, brochures, our advertising and such like shall not constitute a property of our deliveries, unless otherwise specified.
- 2.2 We shall only be deemed to have given a guarantee if we have designated a property and/or a contractual performance in writing as "*guaranteed by law*".
- 2.3 The Customer is responsible for verifying whether our deliveries are suitable for the use intended by the Customer. We shall provide binding advice on this only if we have agreed this in writing with the Customer, based on a separate consultancy engagement.
- 2.4 We reserve property rights and copyrights to illustrations, drawings, indications of weight and dimension, performance and other property descriptions, estimates of cost and other documents about our deliveries. The Customer undertakes not to make the documents specified in the foregoing sentence accessible to third parties, unless we give our express written consent. Paragraph 2.1 shall remain unaffected by this.
- 2.5 The Customer must inform us in writing and in due time prior to conclusion of the contract of any special requirements of our products. Such information shall not, however, extend our contractual obligations and/or liability.
- 2.6 We reserve the right to change the specification of the goods at any time to the extent that statutory requirements make this mandatory, if such change does not cause any deterioration in terms of quality and usability for the usual purpose, and, if fitness for a specific purpose was agreed, for that purpose.
- 2.7 In the absence of other written agreement, our deliveries shall comply in their quality with the statutory requirements applicable to the respective product at our registered office. Compliance and compatibility with any laws and official requirements deviating from this applicable at the place of delivery/service or, if different from this, at the Customer's registered office shall not be owed, unless this was expressly agreed by the parties in writing. The same shall apply to statutory and official requirements in territories to which the product is resold or delivered by the Customer.

### **3. Conclusion of contracts / Scope of delivery / Procurement risk**

- 3.1 Our quotations are always subject to change and not binding, unless they were expressly identified as binding. If the Customer places an order/a purchase order based on quotations subject to change, a contract shall be concluded, also in day-to-day business, only by our written order confirmation (sufficient e.g. also by email or by entry into a system used by the parties), alternatively by our execution of the delivery/service. In the latter

case, the content of our quotation shall be decisive for the content of the contract. If an order confirmation is provided by us, this alone shall govern the content of the contract, in particular the scope of the deliveries and services as well as the delivery time.

- 3.2 We shall only be obliged to deliver from our own stock (taking into account other delivery obligations) (obligation to deliver from stock). We shall assume a procurement risk only by virtue of a separate, written agreement, stating "we assume the procurement risk...". The assumption of a procurement risk, a procurement guarantee or any other availability beyond our stock is in particular not based solely on our obligation to deliver an item which is defined solely by its class, basic articles etc.
- 3.3 We shall be entitled to make excess/short deliveries within tolerances customary in the trade (at least up to 5 %).
- 3.4 If samples are taken by government agencies, a counter sample must be ensured for us and we must be notified of the sampling immediately.
- 3.5 We are entitled to make reasonable partial deliveries.

#### **4. Delivery and service times / Default**

- 4.1 Binding delivery dates must be expressly agreed as binding in writing. A fixed-date transaction exists only if we have expressly confirmed such fixed-date transaction in writing or the legal requirements for a fixed-date transaction are met.
- 4.2 Delivery and/or service periods shall not begin before all details about the execution of the order have been clarified and all other requirements to be fulfilled by the Customer are met, in particular any agreed advance payments or securities have been made respectively provided in full. The same shall apply to delivery and/or service dates. If the Customer has requested changes after placing the order, a new, reasonable delivery and/or service period shall begin upon our confirmation of the change.
- 4.3 The Customer's interest in our delivery shall not apply in the event of default in the absence of other written agreement only if we fail to deliver material parts or deliver with delay. We shall not be in default as long as the Customer is in default in fulfilling obligations towards ourselves; this shall also include obligations under other contracts.
- 4.4 If we default, the Customer must first set us a reasonable grace period, unless this is unreasonable in the individual case. If this elapses without effect, damage claims for breach of duty, for whatever reason, shall exist only as stipulated in Art. 10 of these General T&Cs of Sale & Delivery.

#### **5. Delivery subject to own receipt of delivery / Force majeure**

- 5.1 If, for reasons for which we are not responsible, we do not receive deliveries and services from our contractors/suppliers required to provide our deliveries and services owed under the contract, despite proper and adequate stocking prior to conclusion of the contract with the Customer, they are incorrect or not in due time, we shall notify the Customer immediately in writing. In such case, we shall be entitled, at our option, to extend the delivery/service periods by the corresponding duration or, in the event of a not only short-term obstruction of more than 30 days, to rescind the contract in whole or in part, provided that we have complied with our above obligation to provide information and have not assumed a procurement risk or guarantee.
- 5.2 Paragraph 5.1 shall apply accordingly in cases of force majeure of not insignificant duration (i.e. duration of longer than 1 week). Events of force majeure are in particular: serious impairments in the health sector (e.g. pandemic, epidemic, disease), including Covid-19, natural disasters (e.g. storms, floods, earthquakes), industrial disputes, operational disruption, strikes, riots, armed conflicts, cyberattacks or acts of terrorism, energy, transport or material shortages through no fault of our own, official intervention and any other obstructions which, when considered objectively, have not been caused through our own fault.
- 5.3 If a delivery or service date has been agreed with binding force and such date is exceeded due to events according to paragraph 5.1 or 5.2 by more than 2 months, the Customer shall be entitled, after a reasonable grace period has elapsed without effect, to rescind the contract for the part not yet fulfilled, if the Customer cannot be objectively expected to adhere further to the contract. Further claims of the Customer, especially damage claims, shall be excluded in such case.

#### **6. Shipment / Passing of risk**

- 6.1 Unless otherwise agreed in writing, shipment shall be made EXW (ex works, Incoterms 2020) for the account and risk of the Customer.

- 6.2 If shipment of the goods is delayed at the Customer's request or for reasons for which the Customer is responsible, notice that the goods are ready for shipment shall be equivalent to shipment and the risk of accidental loss shall pass with this notice to the Customer (passing of risk). In such case, we shall also be entitled, beginning upon expiry of the period set in the written notice of readiness for shipment, to carry out storage and to invoice the Customer for the costs incurred as a result. Furthermore, we shall be entitled, after the period expires, to dispose of the contractual deliveries or services otherwise and to make a new delivery to the Customer after a reasonable period.
- 6.3 If the shipment is delayed because we assert our right of retention due to the Customer's default in payment in whole or in part, paragraph 6.2 shall apply *mutatis mutandis*.
- 6.4 Unless otherwise expressly agreed in this respect, the choice of the place of shipment, the route to be taken and the means of transport shall be made by us at our reasonably exercised discretion. If the Customer provides the means of transport, the Customer shall be responsible for providing it punctually. Any delays must be notified to us in due time. Costs incurred as a result shall be borne by the Customer.

## **7. Quality / Breach of duty / Warranty**

- 7.1 Where we have reached explicit and binding agreements with the Customer concerning the quality, properties, specifications etc. and/or quantity of the ordered goods ("Agreed Quality"), these shall take precedence over the objective requirements of Section 434 (3) *BGB*. Furthermore, it can be assumed, unless the parties have expressly agreed otherwise, that the goods are suitable for the use provided under the contract as far as they correspond to the Agreed Quality. Section 434 (2) No 3 *BGB* shall remain unaffected.
- 7.2 The Customer must inspect the goods immediately, according to the following provisions, and, if a defect is found, notify us immediately in writing:

An inspection for defects/deviations concerning quantity, weight, packaging and other readily recognisable defects must be carried out immediately upon receipt of the goods by the Customer. Any complaints must be recorded on the delivery note or consignment note respectively the receipt of delivery/removal note of the cold store and notified to us - additionally - in writing by the end of the working day following the delivery at the latest ("working days" are understood here and hereinafter to be Monday - Saturday).

Furthermore, the Customer must check the goods in the course of the incoming goods inspection, as far as feasible in the ordinary course of business, namely, in terms of a minimum requirement, carry out quality control in representative samples, for this purpose open packaging (cartons, bags, tins, foils etc.) to an appropriate extent and check the goods themselves for external quality, smell and taste and, at least in the event of irregularities arising in the process, undertake a further inspection. Defects identifiable by means of the above inspection must be notified in writing no later than 3 working days after receipt of the delivery by the Customer.

Any notification by the Customer according to the foregoing must describe the nature and extent of the defect as specifically as possible.

By negotiating on any notices of defects, we shall not waive the objection that the notice was not in due time, unfounded in fact or otherwise insufficient. Furthermore, Sections 377 *et seq.* *HGB* [German Commercial Code] shall apply.

The Customer is obliged to keep the goods subject to complaint available at the place of inspection for inspection by us, our supplier or experts commissioned by us. We shall be entitled to require proof of a seamless cold chain.

- 7.3 If the Customer or third parties mix(es) or otherwise combine(es) products delivered by us with other products/components with the Customer's knowledge, the Customer shall carefully check the products delivered by us immediately after delivery, in any case in a timely manner before mixing or other combining commences (in particular for the purpose of manufacturing an end product or component, hereinafter referred to collectively as "End Product") also for compatibility and suitability pursuant to the specification or quality of the End Product. The Customer must notify us immediately in writing if there is evidence of corresponding defects in the context of the inspection described in detail above. If the Customer fails to make such notification, it shall at least be presumed that any subsequent defects in the End Product do not originate in the products delivered by us. Paragraph 7.2 of these General T&Cs of Sale & Delivery and, if relevant and not otherwise agreed in 7.2, Section 377 *HGB* shall remain unaffected by this.
- 7.4 If a defect exists, supplementary performance shall be provided at our option by remedying the defect (rectification) or delivering new goods (new delivery). If remedy of the defect fails, also within the grace period, the Customer can rescind the customer contract or reduce the remuneration, unless the defect is only insignificant. Place of rectification is the place to which we have delivered as agreed. If the costs of supplementary performance increase due to the fact that the Customer has transferred the goods to a place

other than the place of our delivery/service, the costs incurred as a result shall be borne by the Customer. Further claims by the Customer for or in connection with defects or consequential damages caused by a defect, for whatever reason, shall exist only subject to the provisions of Art. 10.

- 7.5 We shall provide a warranty for material defects and defects of title for a period of one year, calculated from the date of the passing of risk (see Art. 6). This shall not apply in the cases of paragraph 10.2 or in other cases mandatory by law, in particular Section 478 *BGB* (recourse in the supply chain).
- 7.6 If the Customer or a third party makes an incorrect rectification, unauthorised changes are made to the deliveries or services, parts are exchanged or consumables used, which do not comply with our specifications for consumables that can be used, or our operating or maintenance instructions are not complied with, in the event of faulty installation or start-up by the Customer or by third parties commissioned by the Customer or omitted or inadequate maintenance services, we shall not be liable for the resulting consequences. This shall not apply, however, if the warranty claim is verifiably not attributable to one of the above-mentioned reasons for exclusion.

## **8. Prices / Payment terms**

- 8.1 All our prices are in principle quoted in EUROS and exclude packaging, freight and value added tax, which shall be borne by the Customer at the respective legally valid rate.
- 8.2 Our invoices are payable within 7 calendar days of receipt of the invoice without any deduction (e.g. discount), unless otherwise agreed in writing. The date payment is received by us or credited to our account shall be deemed the payment date.
- 8.3 Notwithstanding the agreed method of payment, payment or the provision of security may be required at any time, even before delivery has taken place, if, after conclusion of the contract, justified doubts arise as to the Customer's solvency or creditworthiness, agreed payment terms and delivery conditions are not complied with in essential respects or significant changes occur in the Customer's business circumstances.
- 8.4 The Customer shall have a right of retention or right of set-off only with respect to those counterclaims that are not disputed or have been recognised by declaratory judgment. The Customer can exercise a right of retention only if the Customer's counterclaim is based on the same contractual relationship.

## **9. Retention of title**

- 9.1 We shall retain title to all goods delivered by us (hereinafter referred to collectively as "Goods Subject to Retention of Title") until all our claims under the business relationship with the Customer, including claims arising in the future from contracts concluded at a later date, are settled. This shall also apply to any balance in our favour when any or all of our claims are incorporated in a current account and the balance has been established.
- 9.2 The Customer must insure Goods Subject to Retention of Title adequately, in particular against fire and theft. Claims against the insurance arising from an event of damage relating to Goods Subject to Retention of Title are herewith already assigned to us in the value of the Goods Subject to Retention of Title.
- 9.3 The Customer is entitled to resell Goods Subject to Retention of Title in the normal course of business. The Customer is not permitted to make other disposals, especially pledging or granting of equitable lien. If Goods Subject to Retention of Title are not paid for immediately by the third-party purchaser when resold, the Customer shall be obliged to resell under retention of title only. Entitlement to resell Goods Subject to Retention of Title shall cease to apply at once if the Customer suspends the Customer's payment or defaults in payment to us.
- 9.4 The Customer herewith already assigns to us all claims including securities and ancillary rights that accrue to the Customer against the final customer or against third parties from or in connection with the resale of Goods Subject to Retention of Title, also within the scope of current account relationships. The Customer may not reach an agreement with the Customer's customers that excludes or impairs our rights in any way or nullifies the assignment of the claim in advance. If Goods Subject to Retention of Title are sold with other items, the claim against the third-party customer amounting to the delivery price agreed between ourselves and the Customer shall be deemed assigned, unless the amounts applicable to the individual goods can be determined from the invoice.
- 9.5 The Customer shall remain entitled to collect the claim assigned to us until revoked by us, revocation being admissible at any time. At our request, the Customer shall be obliged to provide us in full with the information and documents required to collect assigned claims and, unless we do so ourselves, to notify the Customer's customers immediately of the assignment to us.

- 9.6 The Customer must notify us immediately if the Customer has already assigned claims to third parties arising from the resale of deliveries or services supplied or to be supplied by us, especially due to real or unreal factoring, or has made other agreements which can impair our current or future security interests pursuant to this Art. 9. In the case of unreal factoring, we shall be entitled to rescind the contract and to require the surrender of deliveries or services already supplied. The same shall apply in the case of real factoring if, according to the contract with the factor, the Customer cannot freely dispose of the purchase price of the claim.
- 9.7 In the event of conduct in breach of the contract through the Customer's fault, especially in the case of default in payment, we shall be entitled, without previously having to rescind the contract, to take back all Goods Subject to Retention of Title. The Customer shall be obliged in such case to surrender the goods at once. We may at any time during normal business hours enter the Customer's business premises to determine the stock of the goods delivered by us. The Customer must notify us immediately in writing of any third-party attachment of Goods Subject to Retention of Title or claim assigned to us.
- 9.8 If the value of the securities existing for us according to the foregoing provisions exceeds the secured claims as a whole by more than 10%, we shall be obliged, at the Customer's request, in this respect to release securities at our option.
- 9.9 The treatment and processing of Goods Subject to Retention of Title shall be carried out for us as manufacturer within the meaning of Section 950 *BGB* but without placing us under any obligation. If Goods Subject to Retention of Title are processed or combined inseparably with other items that do not belong to us, we shall acquire co-ownership in the new item in the ratio of the invoice value for our goods to the invoice values for the other processed or combined items. If our goods are combined with other movable items into a uniform item that is deemed the principal item, the Customer shall already now transfer co-ownership thereof to us in the same ratio. The Customer shall preserve ownership or co-ownership free of charge on our behalf. Rights of co-ownership accordingly arising shall be deemed Goods Subject to Retention of Title. At our request, the Customer shall be obliged at any time to provide us with the information required to pursue our ownership or co-ownership rights.

## 10. Liability / Exclusion and limitation of liability

- 10.1 Subject to the exceptions below, we shall not be liable in the case of breach of duties arising from the obligation, in particular not for claims by the Customer for damages or reimbursement of expenses, for whatever legal reason.
- 10.2 The above exclusion of liability pursuant to paragraph 10.1 shall not apply:
- in the case of own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
  - in the case of violation of material contractual obligations; "material contractual obligations" are obligations, the fulfillment of which defines the contract and on which the Customer may rely;
  - in the event of injury to life, limb and health, also by legal representatives or vicarious agents;
  - in the event of default if a fixed-date transaction was agreed;
  - where we have assumed a guarantee for the quality of our goods or the existence of a contractual performance or a procurement risk within the meaning of Section 276 *BGB*;
  - in the case of liability under the *Produkthaftungsgesetz* [German Product Liability Act] or other mandatory statutory basis for liability.
- 10.3 If we or our vicarious agents are responsible only for slight negligence and none of the cases specified in c), d), e) and f) of paragraph 10.2 above exists, we shall be liable, in the case of violation of material contractual obligations as well, only for damage typical for the contract and for foreseeable damage.
- 10.4 Our liability is limited in amount for each individual event of damage to a maximum liability coverage of € 50,000.00. Paragraph 10.2 shall apply *mutatis mutandis*.
- 10.5 Furthermore, our liability for indirect damages, especially loss of profit, consequential damages caused by a defect etc., is excluded. Paragraph 10.2 shall apply *mutatis mutandis*.
- 10.6 Exclusion respectively limitation of liability pursuant to paragraph 10.1 to 10.5 and paragraph 10.7 shall apply to the same extent in favour of our bodies, our executive and non-executive employees and other vicarious agents as well as our subcontractors.
- 10.7 Claims of the Customer according to the foregoing paragraphs shall become statute-barred within one year of the passing of risk (see Art. 6). Paragraph 10.2 of these General T&Cs of Sale & Delivery and other cases mandatory by law, especially Section 478 *BGB* (recourse in the supply chain), shall remain unaffected.
- 10.8 There is no connection between the reversal of the burden of proof and the foregoing provisions.

## **11. Third-party property rights**

11.1 We shall only be obliged to supply the deliveries or services free from third-party rights or claims that are based on industrial property rights or other intellectual property and that we were aware of when the contract was concluded or were not aware of due to gross negligence.

11.2 If a third party makes justified claims against the Customer in respect of our deliveries pursuant to paragraph 11.1 above and an obligation to assume liability exists on our part in principle, the measures to be taken by us shall be limited to the following:

- a) We shall at our option first try to obtain at our expense either a right of use for the deliveries/services concerned or change the deliveries/services so that the property right is not infringed or exchange them. If we cannot do so on reasonable conditions, the Customer shall be entitled to the Customer's statutory rights which shall, however, be determined according to these General T&Cs of Sale & Delivery.
- b) The Customer shall be obliged to inform us in writing immediately of the claims asserted by third parties, not to recognise any infringement and to reserve all defensive measures and settlement negotiations for us. If the Customer ceases using the deliveries or services for reasons of damage mitigation or other good cause, the Customer shall be obliged to advise the third party that cessation of use is not connected with any recognition of the infringement of a property right. If the Customer is challenged by third parties for infringement of a property right resulting from the use of the deliveries or services supplied by us, the Customer undertakes to inform us of this immediately and to give us the opportunity to participate in any legal action. The Customer must support us in every respect in conducting such a legal action. The Customer must not take any action which could prejudice our legal position.

11.3 Our obligation according to paragraphs 11.1 and 11.2 shall not cover cases where

- a) the infringement of a property right results from the fact that we have based the manufacture of the deliveries on information or other data that were provided or specified to us by the Customer; or
- b) the infringement of a property right is caused by an application by the Customer that we could not foresee or is caused by the fact that the deliveries were modified by the Customer or mixed or used together with deliveries not supplied by us.

11.4 Our liability according to Art. 10 shall remain unaffected.

## **12. Confidentiality / Data protection**

12.1 The Customer undertakes to keep confidential such facts, documents and knowledge, which come to the Customer's attention in the course of performing the business relations with ourselves and which contain technical, financial, business or market-related information about our company, if we have designated the respective information as subject to confidentiality or we have an obvious interest in its confidentiality (hereinafter referred to collectively as confidential information). The Customer shall use the confidential information exclusively for the purpose of implementing and performing the contractual relationship with ourselves as provided in the contract.

12.2 Disclosure of confidential information to third parties by the Customer shall require our express and prior written consent.

12.3 There shall be no obligation to maintain confidentiality pursuant to paragraph 12.1 if it is proved that the respective confidential information:

- a) is or becomes generally known without any action on the part of the Customer; or
- b) was already known to the Customer or is disclosed by a third party authorised to do so; or
- c) is developed by the Customer without any action on our part and without exploitation of other information or knowledge acquired through the contractual contact; or
- d) must be disclosed due to mandatory statutory provisions or orders by a court or official authority.

12.4 In respect of any personal data of the Customer, we shall observe the applicable statutory provisions, especially the General Data Protection Regulation (GDPR). The Customer is equally obliged to comply with all relevant data protection regulations.

## **13. Product liability, recall etc.**

13.1 The Customer shall inform us immediately about product defects, complaints from customers or the market in general and risks when using the contract products that become known to the Customer. Any warranty claims of customers resulting from this against the Customer shall remain unaffected by this.

- 13.2 If any third-party claims directly resulting from product liability against us are attributable to the fact that the Customer has changed the contract products, their features or their packaging or has removed warning notices on them, the Customer shall indemnify us in full against such claims in the internal relationship and in relation to third parties.
- 13.3 Notwithstanding the above, the Customer shall provide us with appropriate support in the event of a product recall becoming necessary or other actions related hereto and shall comply with the measures ordered by us if this is reasonable for the Customer.
- 13.4 If claims are made against the Customer by customers as a result of a product defect, the Customer shall be obliged to inform us of this immediately and to give us the opportunity to participate directly in any legal action or to coordinate with the Customer on a continuous basis in such a legal action. The Customer must support us in every respect in conducting such a legal action respectively inform us in a timely manner in advance of all measures incurring costs, if the Customer conducts the legal action itself in agreement with us, and leave the choice and, where applicable, engagement of attorneys-at-law to us. The Customer must not take any action which could prejudice our legal position.

#### **14. Empties**

The Customer is obliged to return to us empties (Euro boxes, pallets etc.) of the same type, quantity and same value as the Customer has received for the purpose of delivery. Empties are to be returned in a cleaned condition according to the relevant hygiene regulations. If the Customer is unable to return them to us upon delivery of our goods, the Customer must ensure immediately and at the Customer's own expense that the empties account is settled. If the Customer defaults in returning empties, in addition to damages due to delay, we can also refuse to take them back after setting a reasonable grace period and claim monetary damages from the Customer.

#### **15. Place of performance / Written form / Place of jurisdiction / Applicable law**

- 15.1 Place of performance for all contractual obligations is our registered office, except where an obligation to be performed at the Customer's place of business is assumed.
- 15.2 All agreements, collateral agreements, assurances and contract amendments shall only be valid when given in writing. This shall also apply to waiver of the written form requirement. If these General T&Cs Sale & Delivery require the written form, this shall also be maintained by transmissions by email, digital/electronic signatures and signatures (e.g. DocuSign). The precedence of an individual agreement (Section 305b *BGB*) shall remain unaffected.
- 15.3 All legal relations between the Customer and ourselves shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the UN Sales Convention (CISG).
- 15.4 Any disputes shall be settled exclusively before a competent court of law at the location of our registered office. We shall also be entitled, however, to bring an action against the Customer at the Customer's place of general jurisdiction.

**Status of these General T&Cs of Sale & Delivery: 12/2024**