

## General Terms and Conditions – Sales –

### 1. General Information

- 1.1. The following General Terms and Conditions apply a) directly to all relationships pertaining to sales contracts and b) when applied accordingly, also to all other legal relationships between Apollo Dion GmbH, Traenkestrasse 9b, 70597 Stuttgart, Germany (hereinafter “Seller”) and entrepreneurs, legal persons under public law and special funds under public law as well as consumers (hereinafter “Buyer”). Entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding a legal transaction, is exercising its commercial or independent professional activity; A consumer is a natural person with whom the seller enters into a business relationship without being able to assign a commercial or independent professional activity.
- 1.2. Conflicting or deviating general terms and conditions of the Buyer do not become part of the contract, even if the seller executes a contract without having expressly objected to such conditions.
- 1.3. The Buyer accepts that messages sent unencrypted via the Internet may be lost, altered or falsified with or without the intervention of third parties, that conventional e-mails are not protected against access by third parties and that the Seller therefore accepts no liability whatsoever for the confidentiality and integrity of e-mails that have left the Seller's sphere of responsibility. The seller assumes no liability for data security during transmission via the Internet, nor for data security if they are under the control of the Buyer. This also includes malware occurring in connection with the electronic transmission of data and any resulting damage to the Buyer.

### 2. Contract Initiation and Conclusion, Offers, Orders

- 2.1. The Seller's offers are non-binding.
- 2.2. Upon placing an order for goods or services, the Buyer bindingly declares its intention to purchase the ordered goods or services. The seller is entitled to accept the contract offer contained in the order within 2 weeks of receipt. Acceptance can be declared either in writing or by delivering the goods or providing the service by the seller.
- 2.3. The Buyer is obliged to check the seller's declaration of acceptance / order confirmation immediately. Any deviations from his order must be reported immediately. If this is not done, the content of the contract is based on the content of the seller's declaration of acceptance / order confirmation. If there is no formal declaration of acceptance / order confirmation, the above shall apply mutatis mutandis to the down payment or final invoice.
- 2.4. Supplementary clauses for the description of goods such as "approximately", "as already delivered", "as before" or similar additions in the seller's offers refer exclusively to the quality or quantity of the goods, but not to the price.
- 2.5. In addition, the promise of a certain property or suitability of the goods for a certain purpose as well as the assumption of a guarantee are only binding if this is confirmed in writing by the seller.
- 2.6. Safety-related and filling-related quantity deviations of 10% upwards or downwards are deemed to be in accordance with the contract. Such quantity deviations are fully taken into account in the invoice amount.

### 3. Purchase Price, Payment, Default, Offsetting, Retention, Assignment

- 3.1. Insofar as an agreement between the contracting parties on the remuneration is sufficient for the effective conclusion of the contract, the prices shown in the seller's price list on the day of the conclusion of the contract apply if the contracting parties have agreed on the remuneration of the services to be provided by the seller, but not on the amount of the price. All prices are ex works.

- 3.2. (a): The purchase price is generally understood to be plus the statutory value added tax valid at the time of the conclusion of the contract, if and to the extent that sales tax liability or identification is relevant in individual cases. If, in the aforementioned case, the statutory sales tax increases in the period between the conclusion of the contract and the invoicing, the Buyer must pay the increased sales tax insofar as the agreed delivery period exceeds 4 months.
- (b): In the amount of the value of the partial services provided by the seller, the seller is entitled to demand advance payments.
- 3.3. If the agreed delivery period is of more than 4 months, the seller reserves the right to adjust the price appropriately in accordance with the change in its production costs including material and wage costs and, if applicable, the transport costs; the same applies in the event that customs duties or taxes that apply to the delivery at the expense of the seller are increased. If the price increases far disproportionately compared to the cost of living index, the price increase is limited to the price achieved on the market.
- 3.4. Unless otherwise expressly agreed, the purchase price is due immediately and without deduction, calculated from the receipt of the goods and delivery invoice by the Buyer, depending on which event occurs later. The same applies to partial services. Any agreed discount amount is only deductible if the relevant payment has been credited to the seller within the discount period and the Buyer is not in arrears with other claims of the seller at the time of payment. A discount is only granted on the net amount, in particular not on costs, freight, etc. section 3.8 remains unaffected.
- 3.5. If payment in a currency other than EURO (foreign currency) has been agreed with the entrepreneur, the purchase price claim in foreign currency increases when the invoice is issued, so that the amount shown in the invoice corresponds to the EURO equivalent as it was calculated on the basis of the foreign currency debt at the time relevant for the price agreement.
- 3.6. Bills of exchange and checks are only accepted after express agreement and only on account of performance; they are only considered as payment once they have been redeemed. Discount, bill charges, bill tax and other charges are borne by the Buyer after the agreed payment term has expired.
- 3.7. The customer is in default on the 7th day after receipt of the goods, but at the latest after the expiry of the last day of a payment term granted to him.
- 3.8. In the case of a mutual commercial transaction, the seller is entitled to demand interest at the rate of 8% above the respective base rate from the due date. The Buyer reserves the right to prove that the seller actually suffered less damage or no damage at all. However, the seller can at least demand the statutory maturity interest in mutual commercial transactions. The assertion of default interest remains unaffected.
- 3.9. (a): The Buyer may only offset claims of the seller with undisputed or legally established claims. The restriction does not apply if the main claim and the counterclaim to be offset are synallagmatic.
- (b): Letter (a) applies accordingly to the exercise of rights of retention by the Buyer if he is an entrepreneur.
- 3.10. The Buyer is not entitled to exercise a right of retention vis-à-vis the seller's claims out of a contract for another claim that does not originate from the same contract.
- 3.11. The Buyer's commercial right of retention according to § 369 HGB (German Commercial Code) does not apply to the Buyer.
- 3.12. If there are justified doubts about the solvency or creditworthiness of the Buyer and if the Buyer is not prepared to pay in advance or to provide a suitable security despite being requested to do so, the seller is entitled, if he has not yet delivered, to request a cash payment before any further delivery. This applies in particular to follow-up business that has been agreed but not yet carried out.
- 3.13. The seller reserves the right to use payments for the settlement of the invoices which have been outstanding longest, plus any interest on arrears and costs accrued thereon, in the following order: costs, interest, principal claim.

- 3.14. The Buyer cannot assign his claims against the seller to third parties without prejudice to the regulation of § 354a HGB (German Commercial Code).
- 3.15. The seller is entitled to assign claims from the terms of business.
- 3.16. The weight determination, which is decisive for the calculation, takes place at the shipping point of the seller.
- 3.17. In case of default, the seller is entitled to demand default interest namely a) when invoicing in EURO or EURO participant currency in the amount of 5% points above the one-month Euribor rate (Euro Interbank Offered Rate) applicable at the time of the occurrence of the default and for b) Invoicing in another currency at a rate of 5% points above the then applicable discount rate of the top bank in the country in whose currency the invoice was made, however at least 6% points p.a.. The assertion of an actual further damage caused by default remains unaffected, as well as the statutory rights to assert non-performance damage and withdrawal from the contract.
- 3.18. In the event of a delay, all claims from all contractual relationships between the parties are due immediately, unless the delay only relates to insignificant parts of the claim.

## 4. Delivery, Passing of Risk

- 4.1. If no express delivery period has been promised by the seller, delivery can be requested no earlier than 8 weeks after the conclusion of the contract. Any agreed delivery period does not begin to run until the seller has received all the necessary documents and an agreed down payment from the Buyer (permits, releases, etc.).
- 4.2. If the seller has been promised a certain delivery period, this is deemed to have been met if the delivery item in accordance with section 3.1 has been made available to the Buyer by its expiry.
- 4.3. Delivery takes place by making the goods available at the seller's headquarters, excluding packaging, transport and insurance. When picking up from the delivery point, the Buyer or his agent is responsible for loading the vehicle and observing the statutory provisions regarding the transport of dangerous goods.
- 4.4. If shipping is agreed in individual cases, the seller always sends the goods at the Buyer's request according to § 447 BGB (German Civil Code) at the Buyer's risk and expense. The same applies to packaging and increases in freight rates occurring after the conclusion of the contract, any additional costs for diversion, storage costs, etc., unless carriage-paid delivery has been expressly agreed in writing.
- 4.5. Insofar as seller employees assist in loading and unloading activities outside of the contractually agreed performance range in cases of section 3.1 and 4.3, 4.4, they act on the sole order of the Buyer. Any damage caused to the goods, or any other damage is therefore borne by the Buyer.
- 4.6. (a): The risk is transferred to the carrier at the point in accordance with section 4.3 at the latest when the delivery parts are handed over, even if partial deliveries are made or the seller also provides other services, e.g. has taken over the dispatch or delivery and installation. At the Buyer's request, the seller will insure the shipment against theft, breakage, transport, fire and water damage and other insurable risks at his own expense, with the seller only acting as an intermediary.  
(b): In the event of default in acceptance, the goods will be stored at the Buyer's expense and risk without any further notice / reminder.  
(c): If the Buyer defaults on acceptance, the purchase price is due immediately.
- 4.7. Partial deliveries are permissible as long as this is reasonable for the Buyer, taking into account the interests of both parties.
- 4.8. (a): Unless the parties have agreed otherwise, the packaging (disposable and reusable) shall become the property of the Buyer and shall not be taken back. Packaging is not carried out by item, but exclusively according to transport and production aspects. The larger unit size shall always determine the packaging length.

(b): If packaging remains the property of the seller due to an agreement between the parties, the Buyer is obliged to return it immediately. If the Buyer defaults on his obligation to return the packaging, the Seller shall be entitled to demand compensation for loss of use in the amount of 1% of the purchase price per day. This also applies in particular to returnable racks. The Buyer has the option of proving that no damage was incurred in the amount claimed or only to a lesser extent. In the event of damage to or loss of parts (in particular support poles), the Buyer is obliged to pay compensation.

(c): If transportation is agreed in individual cases by the seller at his own risk and expense, the Buyer must ensure that his tanks or other storage containers are in perfect technical condition for deliveries in tank vehicles and demountable tanks and shall arrange for the filling to be connected to its receiving system on its own responsibility. The seller is only obliged to ensure the proper operation of the vehicle's own equipment. In addition, the Buyer shall be responsible for ensuring that the goods are emptied and returned to the Seller or the address specified by the Seller as quickly as possible. In the event of an extension of the idle time at the Buyer's premises for which the Buyer is responsible, the idle time costs incurred shall be borne by the Buyer.

- 4.9. The unobjectionable acceptance of the consignment by the carrier shall be considered proof of the perfect quality of the packaging and proper loading, unless the Buyer can prove that the packaging was defective when the consignment was handed over to the carrier or that the loading was not done properly. The entrepreneur must check the packaging for external damage and note any damage on the delivery note. The entrepreneur must notify the seller in writing of any transport damage within 6 days, even if the packaging is undamaged.
- 4.10. (a): If deliveries are made in any kind of loaned container provided by the seller, these must be returned to the seller in an emptied, perfect condition at the latest within 30 days of receipt by the Buyer at his own risk and expense. If the Buyer does not comply with this obligation, the seller can charge an appropriate rental fee for the period exceeding 30 days and, after unsuccessfully setting a reasonable grace period for the return, demand the replacement price, taking into account the aforementioned fees. The attached labels must not be removed. Loan packaging must not be swapped or filled with other goods.
- (b): The Buyer is liable for depreciation, confusion and loss regardless of fault. Use as a storage container or transfer to third parties is not permitted.
- 4.11. If and to the extent that the parties use commercial clauses in the respective individual contract, the version of the INCOTERMS valid at the time the individual contract was concluded, currently INCOTERMS 2020 shall apply to their interpretation, even if these contradict the content of section 4.
- 4.12. The Buyer is responsible for compliance with legal and official regulations for the import, delivery, storage and use of the goods delivered by the seller in the country of destination or at the destination and the transit countries of the delivery, as well as for the procurement of the necessary import and transit documents (customs, etc.), unless they have to be procured by the seller solely for legal reasons.
- 4.13. Correct and timely delivery to the seller remains reserved.
- 4.14. If it is exceptionally agreed that the seller bears customs and import duties of the country of destination or of transit countries, any increases in such duties that come into force between acceptance of the order and delivery of the goods shall be borne by the Buyer.

## 5. Tax clause international business

- 5.1. This clause shall only apply if either the Buyer and/or a subcontractor of the Seller has its registered office outside Germany.
- 5.2. All prices and costs for sales and related services provided by the Seller or an affiliated company within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act) or a subcontractor do not include taxes. This includes, but is not limited to, value added tax or equivalent charges, taxes, in particular import duties, stamp duties, ancillary costs or withholding taxes. Nor do they include any related liabilities (collectively "taxes") that are charged to the Buyer under applicable national law.

- 5.3. Any payment made by the Buyer shall be made free and clear of and without withholding or deduction for all taxes. This shall not apply if such withholding or deduction is required by applicable law or applicable double taxation treaties. Buyer shall promptly provide Seller with evidence of such payment and copies of all documents submitted with each such payment.
- 5.4. The parties shall use their best endeavors to obtain a refund of the deductions or reimbursement of the respective tax. They shall support each other in their obligations in this respect. Repaid taxes shall be refunded in accordance with the amounts due.

## 6. Retention of Title

- 6.1. The goods purchased in each case only become the property of the entrepreneur when he has fulfilled all of his liabilities from the business relationship with the seller, including ancillary claims, claims for damages and cashing of checks and bills of exchange. If the Buyer is a consumer, ownership is transferred to him when he has paid the seller's claim from this transaction. If such fulfillment has occurred, the retention of title for previously purchased goods is not revived, even if the seller is then entitled to new claims from new deliveries of goods.
- 6.2. The retention of title shall continue to exist even if individual claims of the seller have been included in a current invoice and the balance has been struck and acknowledged.
- 6.3. Taking back the reserved goods is only a withdrawal from the contract if the seller expressly declares this in writing. If the seller withdraws from the contract, he can demand appropriate remuneration for the duration of the provision of use of the goods.
- 6.4. The entrepreneur is entitled to resell the goods in the ordinary course of business. He already now assigns to the seller all claims in the amount of the invoice amount that he acquires from the resale against a third party. The seller accepts the assignment. After the assignment, the entrepreneur is authorized to collect the claim. The seller reserves the right to collect the claim himself as soon as the entrepreneur does not properly meet his payment obligations and is in default of payment. The same applies to the claims of the entrepreneur resulting from the processing of the reserved goods. The entrepreneur may not make any other dispositions than those mentioned, in particular not otherwise pledge the reserved goods or transfer them as security. The processing of the goods by the entrepreneur takes place in the name and on behalf of the seller. If objects that do not belong to the seller are processed, the seller acquires co-ownership of the new item in proportion to the value of the goods delivered by him to the other processed items. The same applies if the goods are mixed with other items that do not belong to the seller.
- 6.5. (a): As long as the Buyer duly fulfills his obligations towards the seller, he is authorized to use the reserved goods in the normal course of business; however, this does not apply if and to the extent that a ban on assignment of the purchase price claim has been agreed between the Buyer and his customers. The Buyer is not authorized to pledge, transfer by way of security or any other encumbrances.  
(b): In the event of a resale, the Buyer is obliged to agree on retention of title with his customer without disclosing the retention of title agreed with the seller (subsequent retention of title).
- 6.6. The Buyer hereby assigns the claims against third parties to the seller that are arising from the resale of the reserved goods to secure all our claims. If the Buyer sells goods to which the seller only has partial ownership according to 5.4, he assigns the claims against the third parties to the seller for the corresponding partial amount to the seller and the seller hereby accepts this. If the Buyer uses the reserved goods within the framework of a work (or similar) contract, he assigns the (work wages) claim to the amount of the invoice value of the goods brought in by the seller and the seller hereby accepts this.
- 6.7. In the normal course of business, the Buyer is authorized to collect claims from further use of the reserved goods. If the seller has specific cause for concern that the Buyer does not or will not properly fulfill his obligations to the seller, the Buyer must inform his customers of the assignment at the seller's request, to abstain from any disposal of the claims, to give the seller all necessary information about the inventory of the goods owned by the seller and the claims

assigned to the seller, and to hand over the documents for asserting the assigned claims. Access by third parties to the reserved goods and the assigned claims must be reported to the seller immediately.

## 7. Warranty, Guarantee

- 7.1. Unless otherwise agreed in an individual contract, the seller delivers the purchased item in accordance with its regular product description (catalog, etc.), if available, otherwise of average quality. The seller then does not owe any further quality of the purchased item. In particular, the Buyer cannot derive such an obligation from other representations of the purchased item in public statements or in advertising by the seller or his sub-supplier / manufacturer, unless the seller has expressly confirmed this further quality in an individual agreement. Guarantees require express written confirmation by the seller's management.
- 7.2. If the Buyer is an entrepreneur, the seller initially provides a guarantee for defects in the goods through repair or replacement delivery. If the Buyer is a consumer, the right to choose shall pass to the seller upon expiry of a reasonable period set by the seller for the consumer to declare the choice. The seller is entitled to refuse the type of supplementary performance chosen if it is only possible at disproportionate costs and the other type of supplementary performance remains without significant disadvantages. If the supplementary performance fails, the customer can, at his option, request a reduction in the remuneration (reduction) or cancellation of the contract (withdrawal). The right of the Buyer to claim damages in addition to withdrawal in the statutory manner remains unaffected, with the exception of the restrictions for claims for damages by the Buyer in accordance with section 8. If the defect is that the customer has received inadequate assembly instructions, the seller is only obliged to deliver assembly instructions free of defects. This only applies if the deficiency in the assembly instructions prevents proper assembly.
- 7.3. The complaint according to the legal obligation to notify according to § 377 HGB (German Commercial Code), can only be validly declared in writing by the entrepreneur. The other legal requirements of § 377 HGB (German Commercial Code) remain unaffected. Irrespective of this, warranty claims by the Buyer are excluded if the Buyer does not complain in writing of obvious defects within a period of 2 weeks, calculated from the receipt of the goods until the notification is sent. Section 4.9 remains unaffected regarding transport damage.
- 7.4. The delivery of a defect-free item for the purpose of supplementary performance is generally only carried out step by step against delivery of the defective item. The seller is entitled to refuse the replacement delivery if the Buyer has already put the defective item into permanent use. If the Buyer can nevertheless demand a replacement delivery, the seller is entitled to claim compensation for the uses made by the Buyer and to refuse subsequent performance until the respective amount has been paid.
- 7.5. If the seller provides services in the search for, checking or remedying defects without being obliged to do so, e.g. because an unjustified complaint has been made, the Buyer must reimburse the seller for the costs incurred as a result.
- 7.6. Any additional expenses incurred in the rectification of defects by the seller due to the fact that the Buyer does not properly comply with his obligations to cooperate must also be replaced. The execution of the defect search, examination and elimination does not constitute an acknowledgment of the defect by the seller.
- 7.7. Expenses in connection with defects that arise for the Buyer because he has brought the goods to a location other than the place of delivery specified in the purchase contract shall be borne by the Buyer.
- 7.8. The limitation period for warranty claims by the Buyer is one year, in cases where the warranty is based on the sale of an item that has been used for a building in accordance with its normal use and has caused its defectiveness, five years. The limitation period always begins with the delivery of the item sold.
- 7.9. § 479 BGB (German Civil Code), remains unaffected.
- 7.10. The Buyer loses his warranty claims if he installs, processes or resells the goods despite knowledge of the defect.

## 8. Liability, Limitation Period

In cases of contractual and non-contractual liability, the seller pays damages or reimbursement of wasted expenses only in accordance with the following rules:

- 8.1. The seller is liable for damages in full in the event of willful intent and gross negligence.
- 8.2. In the absence of a quality for the existence of which the seller has given a guarantee or which the Buyer has assured, the seller is only liable in the amount of the foreseeable, typical damage that should be prevented by the guarantee or the assurance, insofar as the lack of the guaranteed / assured quality is not based on intent / gross negligence.
- 8.3. In the case of slightly negligent breaches of duty, our liability is limited to the type of goods foreseeable, typical, direct average damage. This also applies to slightly negligent breaches of duty by our legal representatives or vicarious agents. The seller is not liable to entrepreneurs in the event of a slightly negligent breach of insignificant contractual obligations.
- 8.4. The above limitations of liability do not apply to claims made by the Buyer under the Product Liability Act and damage to health and body attributable to the seller or loss of life to the Buyer.
- 8.5. Other statutory compensation exclusions (e.g. § 281 para. 1 sentence 3 BGB (German Civil Code) remain unaffected.

## 9. Deadlines

- 9.1. In the event of claims for damages, the Buyer must notify the Seller in writing within three months of discovering the circumstances giving rise to the damage.
- 9.2. In any case, claims for damages by the parties arising from breaches of duty by the other party shall become time-barred 24 months after the statutory commencement of the limitation period.

## 10. Technical Advice, Use and Processing

Technical advice provided by the seller verbally, in writing or by way of trials is given in good faith but without warranty, and this shall also apply where proprietary rights of third parties are involved. Seller's technical advice shall not release Buyer from the obligation to test the products supplied by seller as to their suitability for the intended processes and uses. Application, use and processing of the products are beyond seller's control and therefore entirely Buyer's responsibility.

## 11. Data Protection

- 11.1. Both contracting parties shall observe the rules of data protection. The handling of the business relationship is supported by a data processing system on the Seller's side. Accordingly, the Buyer's data shall be recorded and stored in an automatic file. The Buyer is hereby informed of this storage.
- 11.2. Within the scope of the business relationship, the Seller and the Buyer may mutually gain access to the personal data of the other party. The parties shall only process the personal data for the fulfillment of the contractual obligations under their own responsibility. Any further processing that constitutes a change of purpose is prohibited. The Company and the Buyer must (i) process the personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (GDPR) and other legal obligations and (ii) comply with the information obligations of Article 13 et seq. GDPR are fulfilled. For this purpose, the Seller shall provide the Buyer with its privacy policy, which is available at <https://datenschutzerklaerung.apollo-dion.de>. The Buyer undertakes to inform its employees working within the scope of the contractual relationship of this and to make the data protection declaration available to them.

## **12. Confidentiality, Property rights, Copyrights**

- 12.1. The parties undertake to treat all knowledge and confidential information, and trade secrets of the other contracting party obtained in the course of the performance of the contract as confidential for an unlimited period of time, not to pass them on to third parties without the prior written consent of the other party and not to use them for their own purposes without authorization. Information received within the scope of the contractual relationship shall be treated confidentially by the Seller unless it is publicly known or accessible, or it was already known to the Seller, or it was disclosed to the Seller by a third party without breach of a confidentiality obligation. Third parties within the meaning of this provision are not affiliated companies within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act), and no subcontractors.
- 12.2. If the seller delivers objects of purchase according to drawings, models or otherwise according to the Buyer's instructions, the Buyer guarantees that the manufacture, delivery and use of the goods do not infringe industrial property rights and other rights of third parties. The seller is not obliged to carry out a corresponding check.
- 12.3. The Seller reserves all rights to data obtained in the context of services rendered and to documents and records created in this context.
- 12.4. Documents and drawings provided to the Buyer as well as constructive and other services or design proposals provided by the seller may only be used by the Buyer for the agreed purpose.
- 12.5. It is not permitted to offer or deliver substitute products instead of the seller's products with reference to these products or to associate the seller's product names with the word "replacement" in price lists and similar business papers, regardless of whether they are protected or not or to compare them with the names of substitute products.
- 12.6. The use of the company and/or registered trademarks of the Seller for advertising purposes of any kind is not permitted unless prior written consent has been granted by the Seller.
- 12.7. Furthermore, when using the Seller's products for manufacturing purposes or for further processing, it is not permitted to use the Seller's product designations, in particular its trademarks, on such goods or their packaging or in the associated printed matter and advertising material, in particular as component information, without the prior consent of the seller. The delivery of products under a trademark is not to be regarded as consent to the use of this trademark for the products manufactured therefrom.

## **13. Various**

- 13.1. During the provision of services under a contractual relationship and for a subsequent period of one year, the Buyer is not permitted to directly or indirectly entice away employees of the Seller, to encourage them to do so or to attempt to do so by means of offers.
- 13.2. The Seller may cite the cooperation with the Buyer as a reference. The Buyer may object to such use in writing within four (4) weeks of the establishment of the contractual relationship.

## **14. Place of Fulfillment and Jurisdiction, Choice of Law, Severability Clause, Written Form**

- 14.1. The place of fulfillment for delivery is the respective shipping point, the place of fulfillment for payment is Stuttgart.
- 14.2. In the case of contracts with merchants within the meaning of the HGB (German Commercial Code), the exclusive place of jurisdiction is Stuttgart, unless otherwise stipulated by law. Notwithstanding this, the seller is entitled to sue at the Buyer's registered office.
- 14.3. The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of law's provisions of German law.

- 14.4. Should any of the above terms and conditions be invalid or incomplete in whole or in part now or in the future or be found to be unenforceable, this shall not affect the validity of the other provisions.
- 14.5. The German version of these terms and conditions is authoritative. An announcement in another language version is only made to facilitate understanding.
- 14.6. Changes to the contract and additions must be made in writing to be effective. Oral side agreements have not been made.

Stuttgart, 15.03.2025  
Apollo Dion GmbH