

# General Terms and Conditions of Sale

Status: September 2024

## 1. Scope of application

1.1. These General Terms and Conditions of Sale apply to the supply of products ("**Products**") and related services by **CVS Engineering GmbH**. These General Terms and Conditions of Sale shall also apply to all future transactions with Customer (as defined in clause 1.2), insofar as they are legal transactions of a related nature.

1.2. CVS Engineering GmbH's offers are directed exclusively to customers ("**Customers**") who are entrepreneurs (§ 14 BGB), legal entities under public law or special funds under public law. Sales to consumers (§ 13 BGB) are excluded.

1.3. CVS Engineering GmbH is prepared to conclude a contract exclusively on the basis of these General Terms and Conditions of Sale. The Customer's General Terms and Conditions shall not apply. This also applies if CVS Engineering GmbH does not expressly object to the Customer's General Terms and Conditions in individual cases.

## 2. Offer and acceptance, content of the contract

2.1. Offers submitted by CVS Engineering GmbH are always subject to change unless they are designated as binding and are to be understood as an invitation to the Customer to submit an offer (order).

2.2. Customer's orders shall only be deemed accepted if they are confirmed by CVS Engineering GmbH in writing or by e-mail. CVS Engineering GmbH is not obliged to accept orders from the Customer.

2.3. The contract is concluded upon acceptance of the order by CVS Engineering GmbH. CVS Engineering GmbH's written confirmation is exclusively authoritative for the content of the contractual relationship. If the contract is concluded by means of a jointly signed contractual document, the contract is concluded upon signature of the same.

2.4. Verbal statements shall not become part of the contract unless explicitly agreed otherwise.

2.5. Cancellation of orders by the Customer shall be governed by the provisions of Section 648 of the German Civil Code (BGB). Cancellation is otherwise only permitted with the consent of CVS Engineering GmbH. In the event of cancellation, the Customer shall pay a flat-rate cancellation fee of 10% of the remuneration for the affected order - also within the scope of application of Section 648 BGB. In the case of payments already made, the lump-sum cancellation fee amounts to 10% of the remaining remuneration. CVS Engineering GmbH is entitled to prove and claim additional costs and damages (e.g. expenses already incurred, loss of profit).

## 3. Information and advice

Insofar as CVS Engineering GmbH provides information or advises the Customer, this is done to the best of its knowledge. Details and information on the suitability and application of the goods do not exempt the Customer from carrying out its own tests and trials and do not constitute an agreement regarding the contractual quality or specific suitability for use.

## 4. Product properties

4.1. The owed quality of the products results exclusively from the agreed product specifications. Subjective and objective requirements that go beyond the agreed product specifications are excluded.

4.2. The customer bears the risk of use of the products. The customer shall be responsible for compliance with any special regulations applicable to the customer's operations or for import or export and for obtaining all necessary permits.

4.3. The properties of samples and specimens shall only be binding if they have been expressly agreed as properties of the products.

4.4. Deviations from the product specifications that are customary in the industry are permitted, unless they have a negative impact on the product properties.

4.5. CVS Engineering GmbH is entitled to replace raw materials and components with alternative raw materials or components, provided that no specific raw materials or components have been agreed and as long as the agreed product specifications are met.

4.6. Unless explicitly agreed, accessories or instructions are not owed. CVS Engineering GmbH's instructions are for information purposes only and do not constitute an agreement on a corresponding contractual quality of the products or a suitability for use assumed under the contract.

4.7. Quality and durability specifications and other information from CVS Engineering GmbH are only guarantees if they are expressly agreed and designated as such.

4.8. In the case of goods with digital elements or other digital content, CVS Engineering GmbH is only obliged to provide and, if applicable, update the digital content if this is expressly stated in a quality agreement.

## **5. Delivery**

5.1. Deliveries are always ex works CVS Engineering GmbH (FCA Incoterms 2020), unless the parties have agreed otherwise.

5.2. Deliveries by CVS Engineering GmbH shall be made within the delivery time agreed in writing. Delivery dates communicated by CVS Engineering GmbH are always only approximate, unless they are explicitly designated as binding. The delivery deadline is met if the products have left the factory or warehouse of CVS Engineering GmbH by the expiry of the deadline or date or if readiness for shipment has been communicated.

5.3. Delivery dates are always subject to CVS Engineering GmbH being duly supplied by its suppliers. This applies with the proviso that CVS Engineering GmbH has made possible and reasonable appropriate covering transactions. In the event of non-delivery or late delivery, CVS Engineering GmbH is entitled to cancel corresponding orders of the Customer or to extend deadlines appropriately. CVS Engineering GmbH will inform the Customer immediately of any unavailability of the products and will reimburse the Customer for any payments already received in the case of cancellation.

5.4. CVS Engineering GmbH is entitled to make and invoice partial deliveries, provided that the partial delivery is usable for the Customer within the scope of the contractual purpose, the delivery of the remaining ordered products is ensured and the Customer does not incur any significant additional work or additional costs as a result (unless CVS Engineering GmbH agrees to bear these costs).

5.5. In this case, the risk of accidental loss and accidental deterioration of the products after they have been made available for collection shall pass to the customer upon receipt of the notification of availability by the customer. Otherwise, the risk of accidental loss and accidental deterioration shall pass to the customer upon handover of the delivery item (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. The Customer bears the risk of accidental loss and accidental deterioration of the delivery items even if CVS Engineering GmbH has assumed other services, e.g. shipment, delivery or installation. If shipment is delayed due to circumstances for which the Customer is responsible, the risk shall pass to the Customer from the date of readiness for shipment.

5.6. If the goods are shipped to a place other than the place of performance at the Customer's request, the Customer shall bear all costs incurred thereby, unless otherwise agreed. CVS Engineering GmbH is free to choose the transport route and the transport company, without guarantee for the cheapest shipment, full utilization of the loading weight and desired wagon and container size. The Customer must notify the transportation company directly of any complaints due to transport damage, with a copy to CVS Engineering GmbH, within the special deadlines provided for this purpose.

5.7. In the event that agreed delivery dates are exceeded, the Customer is entitled to withdraw from the contract after setting a reasonable grace period. CVS Engineering GmbH shall not be liable for any penalties for delay.

5.8. The installation and commissioning of the products is not part of the delivery and is only owed if this has been agreed separately.

5.9. If the Customer is in default of acceptance, fails to cooperate or if the delivery or service is delayed for other reasons for which the Customer is responsible, CVS Engineering GmbH is entitled to demand compensation for the resulting damage including additional expenses. Proof of higher damages and statutory claims, in particular for rescission or termination, shall remain unaffected; however, the lump sum shall be offset against further payment claims. Customer shall be entitled to prove that CVS Engineering GmbH has incurred no damage at all or only less damage than the above lump sum.

## **6. Acceptance**

6.1. Acceptance of the products shall only take place if this has been agreed between the parties. If the parties exceptionally agree on acceptance, the following provisions shall apply. The agreement of acceptance shall not delay the transfer of risk.

6.2. The Customer is obliged to accept the essentially defect-free products. Unless otherwise agreed, acceptance shall take place immediately either on the agreed acceptance date or after notification of readiness for acceptance by CVS Engineering GmbH. A record of the acceptance shall be drawn up and signed by both parties (e.g. in the acceptance report, installer report or commissioning report).

6.3. It is equivalent to acceptance if the Customer does not accept the goods within a reasonable period determined by us, although he is obliged to do so. It is also equivalent to acceptance if the goods are essentially completed without defects and CVS Engineering GmbH may understand the Customer's behavior as approval of the service provided by CVS Engineering GmbH as essentially in accordance with the contract. This applies in particular if the Customer uses the products as intended and not only for test purposes.

## **7. Obligations of the customer to cooperate, provision of materials**

7.1. The Customer is obliged to support CVS Engineering GmbH in the fulfillment of agreed services. In particular, these obligations include the timely provision of all customer-specific data, the proactive communication of all information required for the execution of the order and the payment of agreed advance payments.

7.2. If Customer fails to comply with these obligations, agreed delivery dates and deadlines shall be postponed accordingly. CVS Engineering GmbH is entitled to charge the Customer for any resulting costs.

7.3. The Customer is responsible for product specifications and supplies including product designs, graphics and logos provided. CVS Engineering GmbH will not review them.

## **8. Prices and payments**

8.1. The prices agreed upon conclusion of the respective contract, in particular those stated in the order confirmation, shall apply. If a price is not expressly specified, the prices valid at the time of conclusion of the contract shall apply in accordance with CVS Engineering GmbH's price list. The prices apply to the scope of services and deliveries listed in the order confirmations. Additional or special services will be charged separately.

8.2. Unless otherwise agreed in writing, the agreed prices are ex works excluding packaging and plus VAT at the applicable rate. Packaging costs shall be invoiced separately.

8.3. In the event that there are at least three (3) months between order and delivery and external production costs (e.g. raw materials, energy, prices of supplier products and third-party services) increase by at least five (5) percent during this period, CVS Engineering GmbH shall be entitled to pass on the corresponding price increases to the Customer upon corresponding proof. If the price increase is unreasonable for the Customer, the Customer is entitled to withdraw from the contract within fourteen (14) days.

8.4. Payment of the price must be made within fourteen (14) days of receipt of the invoice, strictly net, exclusively to the specified account, unless otherwise agreed in writing. The deduction of a cash discount is only permitted if specifically agreed in writing.

8.5. If the payment deadline is exceeded, CVS Engineering GmbH is entitled to demand default interest and lump sums in accordance with the statutory provisions without the need for a further reminder. CVS Engineering GmbH reserves the right to assert further claims for damages caused by default.

8.6. CVS Engineering GmbH reserves the right, in the event of a delay in payment of more than fourteen (14) days or in the event of circumstances that call into question the creditworthiness of the Customer, to perform only against advance payment or to demand the provision of appropriate collateral. In such cases, CVS Engineering GmbH is additionally entitled to declare the entire remaining debt due.

8.7. CVS Engineering GmbH is entitled to set off Customer's payments against the oldest claim first, notwithstanding any repayment provision to the contrary.

8.8. CVS Engineering GmbH is entitled to withhold partial deliveries as well as outstanding deliveries of the Customer until all outstanding claims of the Customer have been settled.

8.9. The Customer shall only be entitled to set-off or retention rights if its counterclaims have been recognized by declaratory judgment or are undisputed. Furthermore, Customer is only authorized to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship as CVS Engineering GmbH's claim. In the event of defects in the delivery, the Customer's counterclaims remain unaffected.

## **9. Retention of title**

9.1. All delivered products remain the property of CVS Engineering GmbH until the Customer has settled all outstanding claims.

9.2. If the Customer has paid the purchase price for the products, but other liabilities arising from the business relationship with CVS Engineering GmbH have not yet been paid in full by the Customer, CVS Engineering GmbH also retains title to the delivered goods until all liabilities have been paid in full.

9.3. The Customer is entitled to process the Products in the ordinary course of business until revoked by CVS Engineering GmbH as long as it fulfills its obligations arising from the business relationship with CVS Engineering GmbH in a timely manner. If the Customer processes the products, CVS Engineering GmbH is deemed to be the manufacturer and acquires direct ownership of the newly created goods. If the processing is carried out together with other materials, CVS Engineering GmbH directly acquires co-ownership of the new goods in the ratio of the invoice value of the products delivered by CVS Engineering GmbH to that of the other materials. If the products delivered by CVS Engineering GmbH are combined or mixed with an item of the Customer in such a way that the Customer's item is to be regarded as the main item, it is agreed that the Customer transfers co-ownership of the main item to CVS Engineering GmbH in the ratio of the invoice value of the products delivered by CVS Engineering GmbH to the market value of the main item. The Customer shall store the resulting sole ownership or co-ownership for CVS Engineering GmbH free of charge.

9.4. The Customer is entitled to dispose of the products owned by CVS Engineering GmbH in the ordinary course of business until revoked by CVS Engineering GmbH, as long as it fulfills its obligations arising from the business relationship with CVS Engineering GmbH in a timely manner. Pledges or transfers by way of security are not permitted. The Customer assigns to CVS Engineering GmbH all claims arising from the sale of goods to which CVS Engineering GmbH has reserved title at the time of conclusion of the contract with CVS Engineering GmbH. If CVS Engineering GmbH has acquired co-ownership in the event of processing, combining or mixing, the assignment is made in the ratio of the value of the products delivered by CVS Engineering GmbH under retention of title to the value of the goods owned by third parties under retention of title. If a current account relationship exists between the Customer and the purchasers of the products, the claim assigned in advance also refers to the recognized balance and, in the event of insolvency of the purchaser, also to the then existing balance. CVS Engineering GmbH accepts these transfers.

9.5. Upon CVS Engineering GmbH's request, Customer shall provide all necessary information about the inventory of the goods owned by CVS Engineering GmbH and about the claims assigned to CVS Engineering GmbH. Likewise, at CVS Engineering GmbH's request, Customer shall mark the products owned by CVS Engineering GmbH as such and inform its customers of the assignment.

9.6. If the Customer is in default of payment, CVS Engineering GmbH is entitled to withdraw from the contract or, alternatively, to demand the provisional surrender of the goods owned by CVS Engineering GmbH at the Customer's expense without withdrawing from the purchase contract and without setting an additional grace period. In addition, CVS Engineering GmbH is entitled to revoke the Customer's authorization to resell and process the products subject to retention of title and to collect the claims assigned to CVS Engineering GmbH.

9.7. CVS Engineering GmbH is obliged, at the Customer's request, to release the securities to which CVS Engineering GmbH is entitled to the extent that the realizable value of the securities exceeds CVS Engineering GmbH's outstanding claims by more than 10%. CVS Engineering GmbH may select the securities to be released.

9.8. The Customer is obliged to notify CVS Engineering GmbH immediately in writing in the event of seizure or other interventions by third parties with regard to the products subject to retention of title. Upon CVS Engineering GmbH's request, Customer shall insure the Products subject to retention of title adequately against damage, loss and theft.

## **10. Defects and warranty**

10.1. Warranty rights of the customer presuppose that he has properly fulfilled his obligations to inspect the goods and give notice of defects in accordance with § 377 HGB (German Commercial Code).

10.2. Defects must be reported to CVS Engineering GmbH by the Customer in writing within five (5) working days; CVS Engineering GmbH will not recognize later notices of defects. In the case of obvious defects, the period shall commence upon delivery; in the case of hidden defects, upon discovery. CVS Engineering GmbH field staff and service employees are not authorized to accept notices of defects and quantity complaints.

10.3. If the delivered product has a defect that already existed at the time of the transfer of risk, CVS Engineering GmbH will, at its discretion, either repair the product or deliver replacement goods, subject to timely notification of defects. CVS Engineering GmbH must always be given the opportunity for subsequent performance within a reasonable period of time. CVS Engineering GmbH is entitled to at least two attempts at subsequent performance. Parts replaced in the course of subsequent performance become the property of CVS Engineering GmbH. Subsequent performance does not restart warranty or limitation periods, even for newly installed components.

10.4. The preceding paragraph does not apply in cases of Customer's recourse against CVS Engineering GmbH pursuant to Section 478 BGB. If a claim is asserted against the Customer due to a defect in the newly manufactured goods, the Customer is obliged to inform CVS Engineering GmbH of this immediately. He must obligate his customers accordingly if they are entrepreneurs. CVS Engineering GmbH reserves the right to fulfill the claims asserted against the Customer by its customers by way of self-subrogation. In this case, the fulfillment of the Customer's claims shall be deemed fulfillment of any claims of the Customer.

10.5. The place of subsequent performance is the place of performance. If the place of performance is the registered office of CVS Engineering GmbH, defective products must be sent to CVS Engineering GmbH for the purpose of inspection and subsequent performance. If the place of performance is the Customer's registered office, subsequent performance shall be carried out remotely and, if necessary, on site. If the costs of remedying the defect increase because the products have been moved to a location other than the place of performance after delivery, Customer shall bear these costs.

10.6. CVS Engineering GmbH is entitled to charge the resulting costs to the Customer in the event of notification of non-existent defects.

10.7. Products that have been reported to CVS Engineering GmbH as defective may only be returned or put into circulation by the Customer with the written consent of CVS Engineering GmbH. Rejected products must be available for inspection by CVS Engineering GmbH until final clarification.

10.8. Warranty rights are excluded if and to the extent that the defect is due to product specifications, raw materials, goods or other items provided by the Customer. The same applies if and insofar as the products are used contrary to the intended purpose or specifications of CVS Engineering GmbH or are stored improperly.

## **11. Liability**

11.1. CVS Engineering GmbH shall be liable for intent and gross negligence in accordance with the statutory provisions. In the event of damage caused by simple negligence, CVS Engineering GmbH shall only be liable in the event of a breach of a material contractual obligation, the fulfillment of which is of fundamental importance for the contract concluded in each case and on the fulfillment of which the other party could therefore rely (cardinal obligation), but limited in amount to the damage foreseeable at the time of conclusion of the contract and typical for the contract. Otherwise, CVS Engineering GmbH's liability is excluded.

11.2. In the event of liability for simple negligence, liability for property damage and any further financial losses resulting therefrom shall be limited to the purchase price or order value, but to a maximum amount of EUR 1.0 million per claim and to a total amount of EUR 2.0 million.

11.3. In the event of liability for simple negligence, liability for indirect damages (e.g. loss of profit, loss of business, damage to reputation, consequential damages, capital costs) is excluded.

11.4. The above exclusions and limitations of liability shall not apply (i) in the event of injury to life or limb, (ii) in cases of liability under the Product Liability Act, (iii) in the context of a guarantee given and (iv) in the event of fraudulent intent.

11.5. CVS Engineering GmbH assumes that the Customer backs up its data properly and makes regular backups. System-critical or other important data must always be backed up daily. In the event of data loss, CVS Engineering GmbH's liability is limited to the damage that the Customer would have incurred if its data had been properly backed up.

11.6. Customer shall indemnify CVS Engineering GmbH, its officers, employees and agents against all costs and damages, including reasonable legal fees, resulting from product specifications, product designs (including graphics and logos), supplies or instructions provided by Customer. Customer shall indemnify CVS Engineering GmbH for any direct or indirect damages resulting from a breach of CVS Engineering GmbH's Trade Compliance Statement.

11.7. The present liability regulation also applies with regard to the personal liability for damages of the bodies, employees, representatives and vicarious agents of CVS Engineering GmbH.

## **12. Statute of limitations**

12.1. The limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

12.2. The limitation period for contractual and tortious claims for damages is one year from the start of the statutory limitation period.

12.3. By way of derogation, the statutory limitation periods shall apply in the following cases: (i) in the case of buildings and items that have been used for a building in accordance with their normal use and have caused its defectiveness (Section 438 (1) no. 2 BGB); (ii) in the case of a right in rem of a third party or a right entered in the land register (§ 438 para. 1 no. 1 BGB); (iii) in the case of special statutory provisions (e.g. §§ 444, 445 b, §§ 478, 479 BGB); (iv) in the case of intent or gross negligence; (v) in the cases of section .11.4

## **13. Force majeure**

13.1. Should events and circumstances occur that are beyond CVS Engineering GmbH's control (such as, for example natural events, war, labor disputes, raw material and energy shortages, traffic and operational disruptions, cyber-attacks, fire and explosion damage, epidemics or pandemics, sovereign measures and official orders), reduce the availability of the goods from the plant from which CVS Engineering GmbH obtains the goods, so that CVS Engineering GmbH cannot fulfill its contractual obligations (taking into account other internal or external delivery obligations on a pro rata basis), CVS Engineering GmbH (i) is released from its contractual obligations for the duration of the disruption and to the extent of its effects and (ii) is not obliged to procure the goods from third parties. Sentence 1 also applies insofar as the events and circumstances make the execution of the business concerned uneconomical for CVS Engineering GmbH in the long term or exist at CVS Engineering GmbH's suppliers.

13.2. If these events last longer than 3 months, both Customer and CVS Engineering GmbH shall be entitled to withdraw from the contract to the exclusion of any claims for damages.

## **14. Intellectual property, rights of use and confidentiality**

14.1. CVS Engineering GmbH expressly reserves ownership rights and copyrights to offers, illustrations, drawings, standard sheets, data carriers, plans, sketches and other work documents provided by CVS Engineering GmbH to the Customer (including any copies thereof). Unless otherwise agreed, these items must be returned to CVS Engineering GmbH in full after the order has been completed. These items may not be passed on to third parties or used for purposes other than the contractual purposes without the written consent of CVS Engineering GmbH.

14.2. If software is delivered with the products supplied by CVS Engineering GmbH, Customer shall receive a non-exclusive right to use the software for its own operational purposes, subject to full payment of the agreed remuneration. The right of use is limited to the installation, loading into the working memory and the intended use of the product, including

any necessary maintenance and repair work. The right of use cannot be sublicensed and can only be transferred together with the product if the product is sold. The software is not provided in source code. The software may not be sold, transferred, leased, licensed or otherwise exploited. Agreed license conditions must be complied with. In the event of a breach of the license terms, CVS Engineering GmbH shall be entitled to a license fee in the amount of the actual use.

14.3. Unless otherwise agreed, CVS Engineering GmbH is entitled to the exclusive rights to the work results and un-protected knowledge ("IP") arising in connection with the performance of the Contract. Work results are all results arising from the execution of the contract, in particular know-how, inventions, intellectual property rights, copyrighted works, computer programs as well as documentation, reports and documents, even if they are carried out by third parties on behalf of CVS Engineering GmbH. Deviating individual contractual provisions remain unaffected by this.

14.4. The Customer and CVS Engineering GmbH undertake to use all items (e.g. software, documents, information) that are legally protected or contain Confidential Information that they receive or become aware of from the other party before or during the execution of the contract only for the purposes of the contract and to treat them confidentially even after the end of the contract and to return or delete them at the request of the disclosing party. Customer and CVS Engineering GmbH shall store and secure these items in such a way that access by third parties is excluded. "Confidential Information" is such information that is either (i) designated as "confidential", (ii) designated as confidential by the disclosing party within fourteen (14) days or (iii) where the confidentiality arises from the circumstances. Confidential Information shall not include information that (i) is publicly known or becomes publicly known without breach by the receiving party, (ii) was already known to the receiving party at the time of disclosure, (iii) is disclosed to the receiving party by a third party without breach of a confidentiality obligation, or (iv) is developed by the receiving party independently and without recourse to the Confidential Information. In the event of an official, judicial or legal obligation to disclose, Confidential Information may be disclosed provided that the receiving party notifies the disclosing party of this circumstance and limits the disclosure to what is necessary.

## **15. Export control**

15.1. The Customer confirms compliance with all applicable local and international foreign trade and customs regulations, embargoes and trade sanctions ("Foreign Trade Obligations") and assures that neither the Customer nor its end customers are subject to Foreign Trade Obligations. Customer warrants that the items ordered or any related intellectual property rights, know-how or trade secrets will not be sold or transferred to restricted areas (Iran, North Korea, Syria, Russia, Belarus, Crimea or disputed territories of Ukraine or Russia), nor for purposes related to chemical, biological or nuclear weapons, missiles capable of delivering such weapons, or for any other purpose prohibited by applicable law. Customer will not take any action that violates foreign trade obligations and will promptly notify CVS Engineering GmbH of any suspected violations. This clause does not grant Customer any rights with respect to intellectual property rights, know-how or trade secrets.

15.2. Customer shall indemnify CVS Engineering GmbH against all direct and indirect damages resulting from a breach of the above statements.

15.3. CVS Engineering GmbH's obligations under the Contract are subject to the proviso that their fulfillment is not prevented by applicable export control regulations or other obstacles resulting from applicable local and/or international foreign trade and customs regulations or embargoes or other sanctions. CVS Engineering GmbH is entitled to terminate the contract in whole or in part with immediate effect and without notice if there are obstacles to its fulfillment due to local or international foreign trade and customs regulations or embargoes or other sanctions. CVS Engineering GmbH also reserves the right to withdraw the offer to terminate a binding order or contract in whole or in part with immediate effect and without prior notice if there are obstacles to fulfillment due to foreign trade obligations.

15.4. Customer agrees to comply with all applicable laws, regulations, rules and generally accepted business practices (collectively, "Rules and Codes") in the place of performance of the Contract, in the country of origin of the Products, in the place of business of either party and in any other applicable jurisdiction. Such Rules and Codes include, but are not limited to, those relating to anti-bribery and anti-corruption, intellectual property protection, fair competition, export control, compliance with applicable local and international foreign trade and customs regulations and embargoes or other sanctions, the elimination of all forms of forced and compulsory labor, the rejection of child labor, the creation of a safe and healthy work environment, initiatives to promote more responsible environmental protection, etc. Buyer shall establish and maintain compliance policies and procedures to ensure that employees, officers, agents, subcontractors, suppliers and customers comply with these rules and codes.

## **16. Miscellaneous**

16.1. These General Terms and Conditions of Sale and the entire legal relationship between Customer and CVS Engineering GmbH shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws provisions.

16.2. Amendments or additions to the agreements made between Customer and CVS Engineering GmbH, including these General Terms and Conditions of Sale, must be made in writing to be effective.

16.3. The place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with these General Conditions of Sale and any contract between Customer and CVS Engineering GmbH shall be CVS Engineering GmbH's place of business, unless otherwise provided in the contract. CVS Engineering GmbH reserves the right to take legal action against the Customer at its place of jurisdiction.

16.4. Should individual provisions of these General Terms and Conditions of Sale and/or the contract between Customer and CVS Engineering GmbH, including this provision, be invalid in whole or in part, the validity of the remaining provisions or parts of such provisions shall not be affected. The provisions shall be replaced by the respective statutory provisions.