

General Terms and Conditions of Sale and Contract Manufacturing of H.P. Wirth GmbH

I. Scope of application

1. These General Terms and Conditions of Sale and Contract Manufacturing shall only apply to entrepreneurs exercising their commercial or self-employed professional activity and to legal entities under public law. They apply to all business transactions between H.P. Wirth GmbH (hereinafter referred to as "**Wirth**") and the Customer, even if they are not mentioned in subsequent contracts.

2. Any conflicting or additional terms and conditions of the Customer or terms and conditions of the Customer that deviate from these General Terms and Conditions of Sale and Contract Manufacturing shall not become part of the contract unless Wirth has agreed to their validity in writing. These General Terms and Conditions of Sale and Contract Manufacturing shall also apply if Wirth performs a service for the Customer without reservation in the knowledge of the Customer's conflicting, additional or deviating terms and conditions

3. Any conflicting, additional or deviating agreements to these General Terms and Conditions of Sale and Contract Manufacturing made between Wirth and the Customer for the execution of a contract shall be set out in writing in the contract. This shall also apply to the waiver of this written form requirement.

4. Any rights to which Wirth is entitled under statutory provisions or under other agreements beyond these General Terms and Conditions of Sale and Contract Manufacturing shall remain unaffected.

II. Conclusion of contract

1. Offers made by Wirth are subject to change without notice and are non-binding, unless Wirth gives notice to the contrary

2. Illustrations, drawings, weight, dimension and performance data as well as other descriptions of the products or otherwise of the performance of services from the documents belonging to the offer are only approximately authoritative unless they are expressly designated as binding. They do not constitute an agreement or guarantee of a corresponding quality or durability of the products or of their performance, unless they have been expressly agreed as such in writing. Nor do any expectations of the Customer with regard to the products or their use or their performance constitute an agreement or guarantee.

3. Wirth reserves all property rights, copyrights and other industrial property rights to all offer documents. Such documents may not be made accessible to third parties. The Customer shall return all offer documents to Wirth without delay at Wirth's request if they are no longer required in the ordinary course of business. The same shall apply in particular to all other documents, drafts, samples, patterns and models.

4. An order shall only become binding if it has been confirmed by Wirth by means of a written order confirmation within two weeks from the date of the order or if Wirth executes the order, in particular if Wirth fulfils the order by sending the products. An order confirmation prepared by means of automatic equipment, which lacks a signature and name reproduction, shall be deemed to be in writing. Insofar as the order confirmation contains obvious errors, spelling mistakes or miscalculations, it is not binding for Wirth.

5. Wirth's silence with regard to offers, orders, requests or other declarations by the Customer shall only be deemed to constitute consent if this has been agreed in writing in advance.

6. If the financial circumstances of the Customer deteriorate significantly or if the justified application for the opening of insolvency or comparable proceedings against the assets of the Customer is rejected for lack of assets, Wirth is entitled to withdraw from the contract in whole or in part.

III. Scope of services, changes to the products, insurance, provisions

1. The written order confirmation by Wirth is decisive for the scope of products and services provided. Changes to the scope of products and services by the Customer require written confirmation from Wirth to be effective. We reserve the right to make changes to the design and shape of the products insofar as these are deviations customary in the industry or insofar as the deviations are within the DIN tolerances or insofar as the changes are not significant and are reasonable for the Customer. The same applies to the choice of material, specification and design.

2. Delivery in parts (sale and contract manufacturing) is permissible unless the delivery in parts is unreasonable for the Customer taking into account Wirth's interests.

3. Wirth reserves the right to excess or short quantities to the extent customary in the industry for production-related reasons. The scope customary in the industry shall be at least 5 % of the scope. In this respect, claims for defects are excluded. The price remains unaffected.

4. Wirth does not take out insurance for transport or shipment etc. unless otherwise agreed in writing. Insofar as concluding an insurance policy by Wirth has been agreed in writing, the insurance policy shall be concluded at the expense of the Customer and only after prior mutual agreement on the content of the insurance policy, subject to any written agreement to the contrary.

5. Insofar as the Customer has to provide Wirth with materials, tools or other items for the delivery of products (sale) (referred to above and hereinafter as "**provision(s)**"), the Customer shall deliver the provision(s) to the delivery address specified by Wirth at his own expense and risk, subject to any written agreement to the contrary. Wirth does not carry out any incoming goods inspection with regard to the provisions.

IV. Starting products in contract manufacturing

1. The Customer shall provide Wirth free of charge with the initial products which Wirth is to transform, finish, treat, adapt or process (hereinafter referred to as "**process**" or "**processing**", above and hereinafter also referred to as "**contract manufacturing**") in good time and in sufficient quantity and in the agreed condition.

2. The Customer delivers the initial products to the address specified by Wirth at his own expense and risk. The delivery must be duly made by the delivery date or within the delivery period, provided that a delivery date or delivery period has been agreed.

3. The Customer is obliged to reimburse Wirth for any damage incurred by Wirth as a result of improper, in particular untimely, delivery of the initial products. This applies in particular to any machine downtime, insofar as Wirth has kept the machines required for processing the output products available for the Customer and insofar as Wirth cannot use the machines for other orders during this time. The obligation to pay damages shall not apply if the Customer is not responsible for the improper delivery of the initial products. Further claims by Wirth remain unaffected.

4. Wirth does not carry out any incoming goods inspection with regard to the delivered initial goods.

V. Performance period

1. The agreement of performance periods (delivery periods and dates in the case of sales; processing periods and dates in the case of contract manufacturing) must be in writing. Performance periods are non-binding unless they have been designated as binding by Wirth in writing in advance.

2. The performance period begins with the conclusion of the contract, but not before the complete provision of the documents, approvals and releases to be procured by the Customer, the clarification of all technical questions and the receipt of an agreed down-payment or, in the case of a foreign transaction, after receipt of the complete payment or, in the case of contract manufacturing, not before receipt of the initial products by Wirth. In the event of a performance period, the performance date shall be postponed appropriately if the Customer does not provide the documents or approvals to be procured by him in good time, does not issue releases in good time, if all technical questions are not fully clarified in good time or if the agreed advance payment or, in the case of a foreign transaction, the entire payment is not received by Wirth in full or, in the case of contract manufacturing, the Customer does not properly deliver the initial products to Wirth in good time. Compliance with the time of performance presupposes the timely and proper fulfilment of the Customer's other obligations.

3. The time of performance shall be deemed to have been complied with if the products or, in the case of contract manufacturing, the processed products have left Wirth's plant or warehouse by the time of its expiry or Wirth has given notice that the products are ready for collection or dispatch. Compliance with the performance time is subject to proper, in particular timely, self-delivery by Wirth, unless Wirth is responsible for the reason for the improper self-delivery. Wirth is entitled to withdraw from the contract in the event of improper self-delivery. Wirth shall inform the Customer without delay if Wirth exercises its right of withdrawal and shall refund any advance payments made by the Customer.

4. In the event of a delay in performance, the Customer is entitled to withdraw from the contract after the fruitless expiry of a reasonable period of grace granted to Wirth after the delay in performance has occurred.

5. If Wirth has concluded a framework agreement or quantity contract with the Customer for future deliveries with fixed delivery dates and the Customer does not call off the products on time, Wirth is entitled, after fruitless expiry of a reasonable grace period, to deliver and invoice the products, to withdraw from the contract or to claim damages instead of performance or reimbursement of expenses. The obligation to pay damages or reimburse expenses shall not apply if the Customer is not responsible for the untimely call-off of the products.

VI. Cross-border deliveries

1. In the case of cross-border deliveries, the Customer shall make all declarations and perform all acts necessary for export from Germany and import into the country of destination in good time vis-à-vis the competent authorities, in particular procure the documents necessary for customs clearance and comply with the requirements for any export controls or other restrictions on marketability.

2. The deliveries are subject to the proviso that there are no obstacles to fulfilment due to national or international regulations, in particular export control regulations as well as embargoes or other sanctions.

VII. Prices and payment

1. In the absence of a special agreement, the prices are ex works or ex warehouse and do not include transport, shipping, packaging costs, insurance, statutory taxes, customs duties or other levies. The costs incurred in this respect, in particular the costs for packaging and transport, shall be invoiced separately. The statutory value added tax shall be shown separately in the invoice at the statutory rate applicable on the date of invoicing.

2. Orders for which fixed prices have not been expressly agreed and for which the time of performance is determined to be at least two months after conclusion of the contract shall be invoiced at Wirth's list prices applicable on the day of performance. The entry of the list price applicable on the date of the order in an order form or an order confirmation shall not be deemed to be an agreement on a fixed price. In the event of price increases of more than 5%, the Customer shall be entitled to withdraw from the contract to this extent. At Wirth's request, the Customer shall declare without delay whether he will exercise his right of withdrawal. If production-related price increases occur up to the date of performance, Wirth is entitled to adjust the price accordingly, irrespective of the offer and order confirmation.

3. In the absence of a special agreement, the price is payable net within 14 days of receipt of the invoice. The date of payment shall be the date on which Wirth can dispose of the price. In the event of default in payment, the Customer shall pay interest on arrears in the amount of 9 percentage points above the respective base interest rate per annum. Further claims by Wirth remain unaffected.

4. In the case of foreign transactions, payment shall be made in deviation from paragraph 3 in the case of sale before delivery and in the case of contract manufacturing before the start of processing, unless otherwise agreed in writing in advance.

5. Bills of exchange and cheques are accepted on account of performance. The fulfilment effect only occurs when the respective amount has been irrevocably credited to Wirth. The Customer shall bear the costs incurred as a result of payment by bill of exchange or cheque, in particular bill of exchange and cheque charges.

6. In the case of several due claims against the Customer, Wirth is entitled to determine the order of repayment. The order of redemption determined by Wirth shall take precedence over any deviating order of redemption determined by the Customer.

VIII. Transfer of risk

1. The risk of accidental loss and accidental deterioration shall pass to the Customer as soon as the products or, in the case of contract manufacturing, the processed products are handed over to the person carrying out the transport or leave Wirth's warehouse for the purpose of shipment. In the event the Customer collects the products, the risk shall pass to the Customer upon notification of readiness for collection. Sentences 1 and 2 also apply if the delivery is made in parts or Wirth has assumed further services, such as transport costs.

2. If the Customer is in default of acceptance, Wirth may demand compensation for the damage incurred, unless the Customer is not responsible for the non-acceptance of the products or, in the case of contract manufacturing, the non-acceptance of the processed products, as well as compensation for any additional expenses. In particular, Wirth is entitled to store the products or, in the case of contract manufacturing, the processed products during the default of acceptance at the expense of the Customer. The costs for storage shall be set at a flat rate of 0.5% of the net invoice value per calendar week or part thereof. Further claims by Wirth remain unaffected. The Customer is entitled to prove that Wirth has incurred no or significantly lower costs. The same shall apply if the Customer breaches other duties to cooperate, unless the Customer is not responsible for the breach of other duties to cooperate. The risk of accidental loss or accidental deterioration of the products or, in the case of contract manufacturing, of the processed products, shall pass to the Customer at the latest at the time when the Customer is in default of acceptance. Wirth is entitled to otherwise dispose of the products after the fruitless expiry of a reasonable deadline set by Wirth and to supply the Customer with a reasonably extended deadline.

3. If dispatch is delayed due to circumstances for which Wirth is not responsible, the risk shall pass to the Customer upon notification of readiness for dispatch.

4. The products or, in the case of contract manufacturing, the processed products shall be accepted by the Customer without prejudice to his claims for defects even if they show insignificant defects.

IX. Claims for defects

1. In the event of the sale of products to the Customer, the Customer's rights in respect of defects are subject to the condition that the Customer inspects the delivered products upon delivery, to the extent reasonable also by means of a trial processing or trial use, and has notified Wirth in writing of any obvious defects without undue delay, at the latest within seven calendar days after delivery of the products. Hidden defects must be notified to Wirth in writing immediately after their discovery. The Customer must describe the defects in writing when notifying Wirth. The Customer must also comply with the specifications, notes, guidelines and conditions in the technical information and notes, assembly instructions and other documents for the individual products when using, processing, assembling, connecting and installing the products. Claims for defects arising as a result of the breach of this obligation are excluded.

2. In the case of contract manufacturing, the Customer is obliged to accept the processed products. The processed products shall also be deemed to have been accepted if Wirth has set the Customer a reasonable deadline for acceptance after processing the products and the Customer has not refused acceptance within this deadline, stating at least one defect. Furthermore, the processed products shall be deemed to have been accepted in particular in those cases in which the Customer starts production with the processed products or otherwise puts the processed products into use. Acceptance may not be refused due to insignificant defects.

3. In the event of defects, Wirth is entitled, at its own discretion, to subsequent performance by remedying the defect (sale and contract manufacturing) or by delivering a defect-free product (sale) or by providing the product/service again (contract manufacturing). In the event of subsequent performance, Wirth is obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs. Personnel and material costs claimed by the Customer in this context shall be charged on a cost price basis. Replaced parts become the property of Wirth and must be returned to Wirth. If, in the case of contract manufacturing, subsequent performance is affected by a new performance of the service/product, the Customer shall provide Wirth with the initial products required for this purpose at Wirth's expense.

4. If Wirth is not willing or able to provide subsequent performance, the Customer may, at his discretion, withdraw from the contract or reduce the price, without prejudice to any claims for damages or reimbursement of expenses. The same applies if the subsequent performance fails, is unreasonable for the Customer or is delayed beyond reasonable time limits for reasons for which Wirth is responsible.

5. No claims for defects shall arise for defects due to natural wear and tear, in particular in the case of wearing parts, improper handling, assembly, use or storage or improperly executed modifications or repairs of the products by the Customer or third parties. The same shall apply to defects attributable to the Customer or which are due to a technical cause other than the original defect.

6. Customer claims for reimbursement of expenses instead of damages in lieu of performance are excluded unless the expenses would also have been incurred by a reasonable third party.

7. Wirth assumes no guarantees, in particular no guarantees of quality or durability, unless otherwise agreed in writing in individual cases.

8. The limitation period for the Customer's claims for defects is one year, unless in the case of the sale of products from Wirth to the Customer a consumer goods purchase (end customer is a consumer) takes place at the end of the supply chain. If the defective products have been used in accordance with their customary use for a building and have caused its defectiveness (sale) or if it is a defect in a building (sale and contract manufacturing) or if it is a defect in a work the success of which consists in providing planning and supervision services for a building (contract manufacturing), the limitation period shall be five years. The limitation period of one year shall also apply to claims in tort based on a defect in the products or processing. The limitation period begins with the delivery of the products (sale) or with the acceptance (contract manufacturing). The limitation period of one year does not apply to Wirth's unlimited liability for damages arising from the breach of a warranty or from injury to life, body or health, for intent and gross negligence and for product defects or insofar as Wirth has assumed a procurement risk. A statement by Wirth on a claim for defects asserted by the Customer is not to be regarded as entering into negotiations on the claim or the circumstances giving rise to the claim, provided that the claim for defects is rejected by Wirth in its entirety.

X. Liability of Wirth

1. Wirth shall be liable without limitation for damages arising from the breach of a warranty or from injury to life, body or health. The same applies to intent and gross negligence or insofar as Wirth has assumed a procurement risk. Wirth shall only be liable for slight negligence if material obligations are breached which arise from the nature of the contract and which are of particular importance for the achievement of the purpose of the contract. In the event of a breach of such obligations, default and impossibility, Wirth's liability shall be limited to such damages as may typically be expected to arise under this contract. Mandatory statutory liability for product defects remains unaffected.

2. Insofar as Wirth's liability is excluded or limited, this shall also apply to the personal liability of Wirth's employees, representatives and vicarious agents.

XI. Product liability

1. The Customer shall not modify the products, in particular he shall not modify or remove existing warnings about dangers in case of improper use of the products. In the event of a breach of this obligation, the Customer shall indemnify Wirth internally against product liability claims of third parties, unless the Customer is not responsible for the modification of the products.

2. If Wirth is prompted to issue a product recall or warning due to a product defect in the products, the Customer shall cooperate to the best of his ability in the measures that Wirth deems necessary and expedient and shall support Wirth in this, in particular in determining the necessary customer data. The Customer is obliged to bear the costs of the product recall or warning, unless he is not responsible for the product defect according to product liability law principles. Further claims by Wirth remain unaffected.

3. The Customer shall inform Wirth in writing without delay of any risks in the use of the products and possible product defects of which he becomes aware.

XII. Force majeure

1. If Wirth is prevented by force majeure from fulfilling its contractual obligations, in particular from delivering the products or processing the initial products, Wirth shall be released from its obligation to perform for the duration of the impediment as well as a reasonable start-up period, without being obliged to compensate the Customer for damages. The same applies if Wirth's performance of its obligations is made unreasonably difficult or temporarily impossible by unforeseeable circumstances for which Wirth is not responsible, in particular by industrial action, a pandemic, official measures, shortages of energy or raw materials (including an extraordinary increase in the price of energy or raw materials), obstacles to delivery by a supplier or significant operational disruptions. This also applies if these circumstances occur at a sub-supplier. This also applies if Wirth is already in default. Insofar as Wirth is released from the obligation to perform, Wirth shall return any advance payments made by the Customer.

2. Wirth is entitled to withdraw from the contract after the expiry of a reasonable period of time if such an obstacle lasts for more than four months and Wirth is no longer interested in the performance of the contract as a result of the obstacle. At the request of the Customer, Wirth will declare after the expiry of the deadline whether it will make use of its right to withdraw from the contract or whether it will provide the services within a reasonable period of time.

XIII. Retention of title on sale

1. The delivered products remain the property of Wirth until full payment of the price and all claims to which Wirth is entitled against the Customer from the business relationship. The Customer is obliged to treat the products subject to retention of title with care for the duration of the retention of title. In particular, he is obliged to sufficiently insure the products at his own expense against fire, water and theft damage at replacement value. The Customer must provide evidence of the conclusion of the insurance policy at Wirth's request. The Customer hereby assigns to Wirth all claims for compensation arising from this insurance. Wirth hereby accepts the assignment. If the assignment should not be permissible, the Customer hereby instructs the Insurer to make any payments only to Wirth. Further claims by Wirth remain unaffected.

2. The Customer is only permitted to sell the products subject to retention of title in the ordinary course of business. Apart from that, the Customer is not entitled to pledge the products subject to retention of title, to assign them by way of security or to make any other dispositions that jeopardise Wirth's ownership. In the event of seizures or other interventions by third parties, the Customer must immediately notify Wirth in writing and provide all necessary information, inform the third party of Wirth's ownership rights and cooperate in Wirth's measures to protect the products subject to retention of title. Insofar as the third party is unable to reimburse Wirth for the judicial and extrajudicial costs incurred in enforcing Wirth's property rights, the Customer shall be obliged to compensate Wirth for the resulting loss, unless the Customer is not responsible for the breach of duty.

3. The Customer hereby assigns to Wirth the claims arising from the resale of the products with all ancillary rights, irrespective of whether the products subject to retention of title are resold without or after processing. Wirth already accepts this assignment now. If the assignment should not be permissible, the Customer hereby instructs the third-party debtor to make any payments only to Wirth. The Customer is revocably authorised to collect the claims assigned to Wirth in trust for Wirth in his own name. The amounts collected are to be paid to Wirth without delay. Wirth may revoke the Customer's authorisation to collect as well as the Customer's authorisation to resell for good cause, in particular if the Customer does not duly fulfil his payment obligations towards Wirth, is in default of payment, suspends his payments or if the opening of insolvency proceedings or comparable proceedings for the settlement of debts in respect of the Customer's assets is applied for by the Customer or the substantiated application of a third party for the opening of insolvency proceedings or comparable proceedings for the settlement of debts in respect of the Customer's assets is rejected for lack of assets.

In the event of a blanket assignment by the Customer, the claims assigned to Wirth shall be expressly excluded.

4. At Wirth's request, the Customer is obliged to inform the third-party debtor immediately of the assignment and to provide Wirth with the information and documents required for collection.

5. In the event of conduct in breach of contract, in particular in the event of default in payment by the Customer, Wirth is entitled, without prejudice to its other rights, to withdraw from the contract after expiry of a reasonable grace period set by Wirth. The Customer must immediately grant Wirth or its agents access to the products subject to retention of title and surrender them. After giving due notice, Wirth may otherwise dispose of the products subject to retention of title in order to satisfy its due claims against the Customer.

6. The processing or transformation of the products subject to retention of title by the Customer is always carried out for Wirth. The Customer's expectant right to the products subject to retention of title shall continue to apply to the processed or transformed item. If the products are processed or transformed with other items not belonging to Wirth, Wirth shall acquire co-ownership of the new item in the ratio of the value of the delivered products to the other processed or transformed items at the time of processing or transformation. The same applies if the products are combined or mixed with other items not belonging to Wirth in such a way that Wirth loses its full ownership. The Customer shall keep the new items in safe custody for Wirth. For the rest, the same provisions shall apply to the object created by processing or transformation as well as combination or mixing as to the products subject to retention of title.

7. At the request of the Customer, Wirth is obliged to release the securities to which it is entitled to the extent that the realisable value of the securities, taking into account customary bank valuation discounts, exceeds the claims of Wirth from the business relationship with the Customer by more than 10%. The valuation shall be based on the invoice value of the products subject to retention of title and on the nominal value in the case of receivables. The selection of the items to be released is incumbent on Wirth in detail.

8. In the case of deliveries to other legal systems in which this retention of title provision does not have the same security effect as in the Federal Republic of Germany, the Customer hereby grants Wirth a corresponding security interest. If further measures are required for this purpose, the Customer shall do everything to grant Wirth such a security interest without delay. The Customer shall cooperate in all measures necessary and conducive to the effectiveness and enforceability of such security interests.

XIV. Secrecy

1. The parties are obliged to keep secret all business secrets to which they have access for a period of five years from delivery (sale and contract manufacturing) and to protect them by suitable and appropriate measures and not to record, pass on, use or exploit them unless required for the business relationship. Objects embodying business secrets are also subject to the duty of confidentiality. In particular, the receiving party is prohibited from reverse engineering a product or item to obtain the trade secrets embodied therein. Business secrets are all information that is designated as confidential or secret or is recognisable as a business secret according to other circumstances, in particular technical information (e.g. drawings, product and development descriptions, methods, procedures, formulas, techniques as well as inventions) and commercial information (e.g. price and financial data as well as sources of supply).

2. The obligation to maintain secrecy shall not apply if it can be proven that the information was already known to the receiving party prior to the commencement of the contractual relationship or was generally known or generally accessible prior to the commencement of the contractual relationship or becomes generally known or generally accessible through no fault of the receiving party. The burden of proof shall be on the receiving party.

3. The parties shall ensure by means of suitable contractual agreements with the employees and agents working for them, in particular their freelancers and the work contractors as well as service providers working for them, that they are also obliged to maintain appropriate confidentiality for a period of five years from delivery (sale and contract manufacturing).

XV. Data protection

1. The parties are obliged to observe the statutory provisions on data protection, in particular the EU General Data Protection Regulation ("GDPR") in the execution of the contract and to impose compliance with these provisions on their employees.

2. The parties shall process the personal data received (names and contact details of the respective contact persons) exclusively for the performance of the contract and shall protect them by security measures (Art. 32 GDPR) adapted to the current state of the art. The parties are obliged to delete the personal data as soon as their processing is no longer necessary. Any statutory retention obligations remain unaffected by this.

3. Should one party process personal data on behalf of the other party within the scope of the execution of the contract, the parties shall conclude an agreement on commissioned processing in accordance with Art. 28 GDPR.

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3. Should one party process personal data on behalf of the other party within the scope of the execution of the contract, the parties shall conclude an agreement on commissioned processing in accordance with Art. 28 GDPR.

XVI. Final provisions

1. The transfer of rights and obligations of the Customer to third parties is only possible with the prior written consent of Wirth.

2. Counterclaims of the Customer shall only entitle him to set-off if they have been legally established or are undisputed. The Customer may only assert a right of retention if his counterclaim is based on the same contractual relationship.

3. The legal relationship between the Customer and Wirth shall be governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4. If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the business relationship between Wirth and the Customer shall be the registered office of Wirth. Wirth is also entitled to bring an action at the registered office of the Customer as well as at any other admissible place of jurisdiction. Arbitration clauses are objected to.

5. The place of performance for all services of the Customer and Wirth is the registered office of Wirth, unless otherwise agreed.

6. The contractual language is German.

7. Should any provision of these General Terms and Conditions of Sale and Contract Manufacturing be or become invalid or unenforceable in whole or in part, or should there be a gap in these General Terms and Conditions of Sale and Contract Manufacturing, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision that comes closest to the purpose of the invalid or unenforceable provision shall be deemed agreed. In the event of a gap, the provision that corresponds to what would have been agreed in accordance with the purpose of these General Terms and Conditions of Sale and Subcontracting shall be deemed to have been agreed, provided that the parties had considered the matter from the outset.

The currently valid General Terms and Conditions of Sale and Contract Manufacturing of H.P. Wirth GmbH apply exclusively. We will be happy to send you these on request. They are also available at www.hpwirth.com.