

**Obsequ GmbH**  
**Am Turm 40, 53721 Siegburg**

**General Terms and Conditions of Sale**

Applicable in national and international business transactions with companies, legal entities under public law and special public funds.

**1. Scope**

- 1.1 These general terms and conditions of sale (hereinafter: the "**Conditions of Sale**") shall apply to all business transactions between Obsequ GmbH (hereinafter: "**Obsequ**") and the customer, even if they are not referred to in subsequent contracts.
- 1.2 Terms and conditions of the customer that conflict with, supplement or deviate from these Conditions of Sale shall not become part of the contract unless their application is expressly approved by Obsequ in writing. These Conditions of Sale shall apply even if Obsequ makes a delivery to the customer without reservations whilst being aware of the customer's conflicting or deviating terms and conditions.
- 1.3 Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall in any case have priority over these Conditions of Sale. Subject to proof to the contrary, a written contract or the written confirmation of Obsequ shall be decisive for the content of such agreements.
- 1.4 Any rights beyond these Conditions of Sale to which Obsequ is entitled by law shall remain unaffected.
- 1.5 Transmission by telefax, e-mail or comparable electronic text forms shall be sufficient to comply with the written form within the meaning of these Conditions of Sale.

**2. Conclusion of contract**

- 2.1 Offers and cost estimates shall be subject to change and non-binding unless they are expressly designated as binding offers.
- 2.2 Illustrations, drawings, weights and dimensions, as well as other descriptions of the contractual products from the documents relating to the offer, are approximations only unless they are expressly described as binding. Such items shall not constitute an agreement on, or guarantee of, a corresponding quality of the contractual products.
- 2.3 Orders shall not become binding until they have been confirmed by Obsequ by means of a written order confirmation. If Obsequ does not respond to offers, orders, requests or other declarations from the customer, this shall only be deemed approval if this is expressly agreed to in writing. To the extent that an order confirmation contains obvious errors, misspellings or calculation mistakes, it shall not be binding upon Obsequ.
- 2.4 Obsequ does not assume any procurement risk. Obsequ has the right to withdraw from an agreement if the ability to deliver of sub-suppliers is not given or the sub-supplier files for insolvency.

**3. Delivery; delivery deadlines; default**

- 3.1 Unless explicitly agreed otherwise, the delivery will be made "ex works" (EWX in accordance with Incoterms® 2020) registered office of Obsequ; i.e., the contractual products will be made available for pick-up by the customer. On request and at the expense of the customer, the contractual products may also be sent to another location (hereinafter: "**Dispatch Sale**"); in this case, Obsequ is entitled to determine the type of dispatch. However, on request and at the expense of the customer, Obsequ will provide transport insurance for the contractual products against the risks to be specified by the customer.
- 3.2 The scope of the delivery shall be as set out in the written order confirmation from Obsequ. Any changes to the scope of the delivery must be approved by Obsequ in writing to be valid. The right to make changes to the

design and form of the contractual products remains reserved, to the extent that such changes are insignificant and not unreasonable for the customer.

- 3.3 Obsequ shall have the right to make partial deliveries, provided this is not unreasonable for the customer.
- 3.4 Delivery periods must be agreed in writing. Delivery periods are non-binding unless explicitly designated as binding.
- 3.5 A delivery period shall commence when Obsequ dispatches the order confirmation, but not before all documents, (customs) permits and releases to be obtained by the customer have been provided in full, the agreed down-payment, if any, has been received, as well as the timely and proper performance of any other contributions by the customer.
- 3.6 Agreed delivery periods are deemed to have been met if, by the time the delivery period expires, Obsequ has made the contractual products available at the relevant delivery location or – for a Dispatch Sale, as defined in clause 3.1 sentence 2 – has handed the contractual products over to the person charged with their transportation or the customer has announced that it will refuse acceptance. The delivery shall be conditional upon Obsequ being timely and properly supplied by its own suppliers.
- 3.7 Obsequ shall not be liable for the impossibility or delay of its performance, if these circumstances are due to force majeure or other events unforeseeable at the time of the conclusion of the contract, for which Obsequ is not responsible. This includes, for example, operational disruptions of any kind, fire, natural disasters, weather, floods, war, insurrection, terrorism, transport delays, strikes, lock-outs or curfews, lack of manpower, energy or raw materials, epidemics, pandemics, delays in the issuance of any necessary official permits, official/sovereign measures or sanctions, embargoes or other export control regulations or for an unforeseen increase in procurement risk. Such an event shall also be the incorrect or untimely delivery by one of Obsequ's sub-suppliers. In case of such events, the delivery periods shall be automatically extended by the duration of the event plus a reasonable start-up period. The contracting parties shall provide each other with the necessary information without delay and adjust the contractual obligations in good faith according to the changed circumstances. If the hindrance lasts longer than 45 days, both contracting parties are entitled to withdraw from the contract. The customer may not rescind the contract as a result of a delay in delivery unless Obsequ is responsible for the delay.
- 3.8 Due to a delay in delivery, the customer shall only be entitled to withdraw from the contract under the condition that Obsequ is responsible for the delay.
- 3.9 If the customer has entered into a fixed-term framework agreement regarding future deliveries with Obsequ and the customer fails to retrieve the contractual products in a timely manner, Obsequ may, after a reasonable period of grace set for performance has expired unsuccessfully, deliver the contractual products and issue an invoice, rescind the contract or, if the customer has acted wilfully, claim damages in lieu of performance.
- 3.10 To the extent that the contractual products were delivered to the customer on Euro pallets or pallet cages (load carriers), the customer shall be obliged to return the same number of load carriers of the same type and quality to Obsequ at the place where the original delivery occurred.
- 3.11 The customer is obliged, without prejudice to the provisions of clause 7.6, to inspect the contractual products for externally recognisable damage upon delivery, to report any damage to the transport company performing the delivery, and to be issued with a corresponding written confirmation. If the customer fails to meet this obligation, it shall be obliged to compensate Obsequ for the resulting damages.

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**4. Transfer of risk**

- 4.1 The risk of an accidental loss or deterioration of the contractual products shall pass to the customer as soon as Obsequ has handed over the contractual products at the delivery location according to clause 3.1 sentence 1 or – for a Dispatch Sale, as defined in clause 3.1 sentence 2 – to the person charged with their transportation. This shall also apply if partial deliveries are made or – in an individual case – Obsequ has assumed the transport costs in deviation from clause 3.1 sentence 2.
- 4.2 If the customer defaults on its obligation to take delivery of the contractual products, Obsequ may claim damages for the losses suffered. The lump-sum compensation amounts to 0.5% of the net price of the delivery per day of delay, up to a maximum of 5% of the net price of the delivery. The contracting parties reserve the right to claim further damages and may prove that a smaller amount of damages was incurred. The risk of an accidental loss or deterioration of the contractual products shall pass to the customer at the time the customer starts to default on its obligation to take delivery of the contractual products.

**5. Prices**

- 5.1 The agreed price shall be the price in EURO that is stated in the order confirmation, plus value-added tax. Statutory value-added tax is not included in the price and will be stated separately in the invoice at the rate applicable on the day the invoice is issued.
- 5.2 If the customer receives no order confirmation or if this contains no price details, the price list current at the time of delivery shall apply.
- 5.3 Unless otherwise agreed, the prices shall apply “ex works” (EWX according to Incoterms® 2020), excluding packaging. For a dispatch sale as defined in clause 3.1 sentence 2, the customer shall bear the transport costs and the costs of any potential transport insurance desired by the customer.
- 5.4 Obsequ shall be entitled to adjust prices in accordance with the following provisions:
- 5.4.1 Obsequ shall be entitled to adjust the prices to be paid by the Customer in accordance with the development of the total costs which are decisive for the calculation of the agreed price. The adjustment shall be made at Obsequ's reasonable discretion in accordance with § 315 BGB.
- 5.4.2 The total costs consist of the following relevant cost types: Costs for the purchase of raw materials and energy, labor costs, transport costs, customs duties, taxes and public charges as well as costs of sub-suppliers.
- 5.4.3 A price increase shall be considered and a price reduction shall be applied if the total cost increases or decreases.
- 5.4.4 Increases in one type of costs (e.g. raw material costs) may only be used for a price increase to the extent that there is no reduction in other types of costs (e.g. energy costs).
- 5.4.5 In the event of a reduction in cost categories, Obsequ shall reduce prices to the extent that such reductions are not offset by increases in other cost categories.
- 5.4.6 When exercising its reasonable discretion, Obsequ shall choose the respective points in time of a price change in such a way that cost reductions are not calculated according to standards which are less favorable for the Customer than cost increases, i.e. cost reductions shall have an effect on the price at least to the same extent as cost increases.
- 5.4.7 Obsequ shall notify the Customer in writing of any change in the price at least four weeks prior to the planned effective date.
- 5.4.8 Obsequ's right to adjust prices shall not apply to deliveries or services provided within four months after conclusion of the contract.

**6. Terms of payment**

- 6.1 Unless otherwise agreed in writing, payment of the gross price plus possible costs for freight and insurance shall be made within 14 days of the invoice date.
- 6.2 A payment is deemed made when Obsequ can use the amount.
- 6.3 If the payment deadline is exceeded, Obsequ shall be entitled to charge default interest at the statutory rate (currently 9 percentage points above the base interest rate (§§ 247, 288 para. 2 BGB)). Obsequ reserves the right to assert further claims and rights.
- 6.4 If the customer defaults on its payment obligations, Obsequ shall have the right to demand immediate payment of all sums arising from the business relationship, even when such claims are not yet due.
- 6.5 Counterclaims on the part of the customer shall only entitle the customer to offset or assert a right of retention if such counterclaims are legally established or undisputed. The customer may furthermore only exercise a right of retention if its counterclaim is based on the same contractual relationship.
- 6.6 Obsequ is entitled to fulfil pending deliveries or services only against an advance payment or security deposit when, upon conclusion of the contract, circumstances become known that might significantly reduce the creditworthiness of the customer and through which the payment to Obsequ of outstanding claims by the customer from the relevant contractual relationship is put at risk. This shall apply accordingly if the customer refuses or fails to make the payment of open claims from Obsequ and no legally established or undisputed objections regarding the claims of Obsequ have been raised.

**7. Warranties**

- 7.1 The statutory provisions shall apply to the rights of the customer in the event of defects, unless otherwise stipulated in these Conditions of Sale.
- 7.2 Obsequ warrants that the contractual products comply with the subjective requirements (§ 434 para. 2 German Civil Code (BGB)) at the time of passing of risk in accordance with the agreements made with the customer in the individual case.
- 7.3 In addition, the customer shall be entitled to the statutory warranty claims in the event of
- a) assembly defects (§ 434 para. 4 German Civil Code (BGB)) or
- b) delivery of an item other than the owed item (§ 434 para. 5 German Civil Code (BGB)).
- 7.4 The warranty of Obsequ for objective requirements of the contractual products (§ 434 para. 3 German Civil Code (BGB)) is limited
- a) by effective agreements on the subjective requirements within the meaning of clause 7.2, which - subject to a deviating agreement in individual cases - shall always have priority over objective requirements; and
- b) by the provisions of clause 7.5 below.
- 7.5 The contractual products comply with the objective requirements if they
- a) have a quality which the customer can expect, taking into account the public statements made by Obsequ, in particular in advertising or on the label,
- b) correspond to the condition of a sample or specimen which Obsequ has made available to the customer prior to the conclusion of the contract, and are handed over with the accessories including packaging, assembly or installation instructions as well as other instructions which the customer can expect to receive.
- c) In all other respects, Obsequ's warranty for objective requirements of the contractual products, in particular for the usual use and the usual condition is excluded.
- 7.6 The customer's rights arising from defects shall be contingent upon the customer performing its statutory

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- obligations to inspect and give notice of defects (sections 377, 381 of the German Commercial Code (HGB)), in particular, on the customer inspecting the contractual products supplied upon receipt and giving Obsequ written notice of any obvious defects and of defects that could be identified during such inspection without undue delay after receipt of the contractual products. The customer must provide Obsequ with written notice of any hidden defects without undue delay after such defects have been discovered. In order for such notice to be deemed given without undue delay, within the meaning of sentence 1, it must be given – and received by Obsequ – within eight working days. If the customer fails to carry out a proper inspection and/or give notice of defects, Obsequ shall not be liable for the defects. When giving Obsequ notice of defects, the customer must provide a written description of the defects.
- 7.7 If notification of defects is made unjustly, Obsequ shall be entitled to demand reimbursement of expenses incurred from the customer, unless the customer can prove that it is not to blame for the unjustified notice of defects.
- 7.8 In case of defects of the contractual products Obsequ shall be entitled to choose between subsequent performance by removal of the defect or delivery of a defect-free contractual product. Obsequ is entitled to make the supplementary performance owed dependent on the customer paying the purchase price due. However, the customer shall be entitled to retain a part of the purchase price in proportion to the defect.
- 7.9 The customer's statutory right of rescission shall be excluded if the customer would be unable to return the performance received or if the defect only became apparent during the processing or transformation of the contractual products. If the contractual products contain defects, Obsequ may, at its own discretion, remedy the defects or deliver contractual products which are free from defects.
- 7.10 If the contractual products are not at the place of delivery, the customer shall bear all additional costs which Obsequ incurs as a result of this when remedying defects, unless such relocation is in line with the contractual use.
- 7.11 Subject to an agreement to the contrary in individual cases, defects shall not be given in the following cases:
- a) Natural wear and tear;
  - b) Condition of the contractual products or damage that provably occurs after the transfer of risk as a result of improper handling, storage, care or excessive use;
  - c) condition of the contractual products or damage that demonstrably occurs due to force majeure, external influences that are not assumed under the contract, or due to the use of the contractual products outside of the intended or usual use under the contract.
  - d) defects or damages which are provably due to non-observance of the operating instructions, application instructions or warnings of Obsequ.
- 7.12 Obsequ shall not be liable for the quality of the contractual products with regard to the processing or selection of the materials if the customer has specified a construction or material that deviates from Obsequ's range of services.
- 8. IP rights**
- 8.1 The customer shall inform Obsequ immediately about any infringements of industrial property rights which become known and shall support Obsequ in the defense against claims of third parties.
- 8.2 Warranty claims due to the infringement of industrial property rights shall only exist if an industrial property right has been infringed which has been registered in the Federal Republic of Germany.
- 8.3 Claims of the customer based on the infringement of Intellectual Property Rights shall be excluded if the Customer is responsible for the infringement of the Intellectual Property Rights. This shall be the case, in particular, if Obsequ has manufactured the contractual products according to specifications or instructions of the customer or according to drawings, models or other descriptions equivalent thereto provided by the customer.
- 9. Liability**
- 9.1 Obsequ's contractual liability for damages within the scope of warranty shall in all cases be conditional upon there having been fault (wilful misconduct or negligence), even where no-fault liability for damages is provided for by law (in particular, by the CISG in international business transactions). This shall not affect mandatory statutory liability for product defects (in particular, under the German Product Liability Act (ProdHaftG)).
- 9.2 Obsequ shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in case of intent and gross negligence. In the case of simple negligence Obsequ shall be liable, subject to legal limitations of liability (e.g. care in own affairs; insignificant breach of duty), only
- a) for damages resulting from injury to life, body or health,
  - b) for damages resulting from the violation of an essential contractual obligation (obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the contractual partner normally relies and may rely); in this case, however, Obsequ's liability shall be limited to the compensation of the foreseeable, typically occurring damage.
- 9.3 The limitations of liability resulting from clause 9.2 shall also apply to third parties as well as to breaches of duty by persons (also in their favor) whose fault Obsequ is responsible for according to statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the contractual products has been assumed and for claims of the customer under the Product Liability Act.
- 9.4 The customer may only withdraw from or terminate the contract due to a breach of duty which does not consist of a defect, if Obsequ is responsible for the breach of duty. A free right of termination of the customer (in particular according to §§ 650, 648 BGB) is excluded. In all other respects the legal requirements and legal consequences shall apply.
- 9.5 In case of product defects Obsequ shall only be liable in accordance with the legal scope applicable in the Federal Republic of Germany for recall or service actions. Obsequ shall not be liable for voluntary or disproportionate recall or service actions of the customer; such actions shall be deemed to exist in particular if a proper warning (if necessary with a request for non-use or decommissioning of the contractual products) would have enabled the users of the contractual products to protect themselves (if necessary with support for the implementation of hazard elimination measures at their own expense).
- 10. Time limitations on claims**
- 10.1 Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.
- 10.2 If the contractual product is a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provision (§ 438 para. 1 no. 2 BGB). Further special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB) shall remain unaffected.

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10.3 The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Customer based on a defect of the contractual products, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in the individual case. The Customer's claims for damages pursuant to clause 9.2 sentence 1 and clause 9.2 sentence 2 lit. a) as well as pursuant to the Product Liability Act shall become statute-barred exclusively according to the statutory limitation periods.

**11. Voluntary redemptions**

11.1 Beyond the warranty, contractual products may only be returned on the express agreement of Obsequ. In each case, a return requires that the contractual products are in their original packaging and that the contractual products and packaging are undamaged.

11.2 Provided Obsequ gives its consent, the customer will receive a return number. This is to be clearly displayed on the return packaging. The costs for the return shall be borne by the customer and paid to the place of business of Obsequ.

11.3 A flat-rate processing fee shall be charged for each return, the amount of which shall be agreed upon in each individual case and which is EUR 25.00 in cases of doubt. If, contrary to clause 11.1 sentence 2, the contractual products or packaging are damaged, Obsequ shall be entitled to reject the return or to charge the reprocessing costs to the customer. In the absence of a deviating agreement, these costs shall be 15% of the agreed net price, but at minimum EUR 25.00.

11.4 If a return is made without Obsequ's explicit agreement, Obsequ shall be entitled to reject the return or to store the contractual products at the customer's cost and risk. The storage costs amount to at least EUR 25.00 per week.

**12. Retention of title**

12.1 The contractual products supplied shall remain the property of Obsequ until the purchase price in respect of the contractual products has been paid in full.

12.2 Furthermore, Obsequ shall remain the owner of the contractual products supplied until all claims arising from the business relationship between the customer and Obsequ have been paid in full.

12.3 The customer shall be obliged to handle the contractual products which are subject to this retention-of-title clause with due care for as long as title is retained. In particular, the customer shall be obliged to sufficiently insure the contractual products at the customer's own expense at their replacement value against damage by fire, water and theft. The customer hereby assigns to Obsequ all claims for compensation arising from such insurance. Obsequ hereby accepts this assignment. If assigning such claims is not allowed, the customer hereby instructs the insurer to make payments, if any, only to Obsequ. This shall not affect any further claims of Obsequ. Upon request, the customer shall provide Obsequ with evidence of the conclusion of the insurance contract.

12.4 If the contractual products which are subject to this retention-of-title clause are combined with other items not owned by Obsequ and this results in the creation of a uniform item, Obsequ will acquire proportionate co-ownership of this uniform item according to the ratio of the value of the contractual products which are subject to this retention-of-title clause (final amount invoiced, including value-added tax) and the value of the other contractual products at the time of combination. If the combination of the contractual products which are subject to this retention-of-title clause with other items is such that the customer's item is to be considered the main item, the customer hereby transfers to Obsequ proportionate co-ownership of this item. Obsequ accepts this transfer. The provisions of this clause 12.4

shall apply correspondingly if the contractual products which are subject to this retention-of-title clause are processed with other items.

12.5 The customer shall be authorized, subject to revocation, to sell the contractual products which are subject to this retention-of-title clause in the ordinary course of business. The customer shall not be authorized to pledge the contractual products which are subject to this retention-of-title clause, to transfer them by way of security or to make any other dispositions which jeopardize the ownership of Obsequ. In the event of attachments or other encroachments by third parties, the customer must notify Obsequ without undue delay in writing and provide all the information needed, advise the third party of Obsequ's property rights and assist with any measures taken by Obsequ to protect the contractual products which are subject to this retention-of-title clause.

12.6 The customer hereby assigns to Obsequ its claims arising from the resale of the contractual products that are subject to this retention-of-title clause, along with all ancillary rights, in an amount equal to the amount invoiced, including value-added tax. Obsequ hereby accepts this assignment. If the contractual products which are subject to this retention-of-title clause are sold with other contractual products not supplied by Obsequ, the claim arising from resale shall be assigned proportionately, according to the ratio of the value of the contractual products which are subject to this retention-of-title clause (final amount invoiced, including value-added tax) and the other contractual products sold. If assigning such claims is not allowed, the customer hereby irrevocably instructs the third-party debtor to make payments, if any, only to Obsequ.

12.7 The customer shall be authorized, subject to revocation, to collect the claims which have been assigned to Obsequ in its own name as a trustee acting on behalf of Obsequ. All amounts collected must immediately be remitted to Obsequ.

12.8 Obsequ may revoke the customer's right to resell the contractual products and the authority to collect the claims if the customer fails to properly perform its payment obligations to Obsequ, defaults on one or more payments or stops payment or if a petition is filed to institute insolvency proceedings against the assets of the customer.

12.9 At the request of the customer, Obsequ shall be obliged to release the security interests to which Obsequ is entitled to the extent that the realizable value of such security interests exceeds Obsequ's claims arising from the business relationship with the customer by more than 10%, upon deduction of the mark-downs customary in the banking business. Obsequ may choose which security interests it wishes to release.

12.10 In the event that contractual products are supplied to destinations with other legal systems where the retention-of-title provisions set out in this clause 12 do not provide the same degree of protection as they offer in the Federal Republic of Germany, the customer hereby grants Obsequ an equivalent security interest. If the creation of such a security interest requires further measures, the customer shall do whatever is necessary to grant Obsequ such security interest without undue delay. The customer shall assist with all measures that are required for, and conducive to, the validity and enforceability of such security interests.

**13. Rescission/cancellation of the contract**

13.1 If the customer is in breach of the contract, in particular, if the customer defaults on its payment obligations, Obsequ shall be entitled without prejudice to its other contractual and statutory rights to rescind the contract following the expiry of an appropriate grace period.

13.2 After notice of rescission has been given, the customer must grant Obsequ or Obsequ's agents without undue delay access to the objects which are subject to the

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retention-of-title clause and surrender such objects. Following an appropriate, timely announcement, Obsequ may utilize the objects which are subject to the retention-of-title clause to settle any matured claims against the customer. Upon deduction of reasonable utilization costs, the utilization proceeds shall be credited against the customer's liabilities.

16.2 The place of performance for all obligations that are to be performed by the customer and Obsequ shall be Obsequ's place of business.

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13.3 The provisions of this clause 13 shall not operate to limit any statutory rights or claims.

**14. Confidentiality**

14.1 The customer shall be obliged to treat all information about Obsequ that becomes available to the customer and is designated as confidential, or can be identified as a trade or business secret due to other circumstances, as confidential for an unlimited period of time. The customer may not record, disclose or exploit any such information.

14.2 The customer shall enter into adequate contractual agreements with the employees and agents working for it to ensure that they, too, refrain for an unlimited period of time from any exploitation, disclosure or unauthorized recording of such trade and business secrets for their own purposes.

**15. Governing law; place of jurisdiction**

15.1 The legal relations between the customer and Obsequ shall be governed by the laws of the Federal Republic of Germany.

15.2 Where the United Nations Convention on Contracts for the International Sale of Goods (CISG) applies in international business transactions, i.e. to dealings with customers outside the Federal Republic of Germany, questions concerning matters that are not dealt with in the Convention or that cannot be settled in accordance with its guidelines must be decided upon in accordance with the laws of the Federal Republic of Germany. This does not apply to the provisions regarding recourse to suppliers set out in sections 478, 479 of the German Civil Code (BGB), which do not apply in international business transactions.

15.3 The exclusive place of jurisdiction for all claims arising from the business relationship shall be the registered office of Obsequ. Obsequ shall also be entitled to bring an action at the registered office of the purchaser as well as at any other admissible place of jurisdiction.

15.4 In international business transactions, the contracting parties shall have the choice for all legal disputes arising from or in connection with this contract and its execution between recourse to the ordinary courts or recourse to arbitration.

15.5 If the contracting parties invoke the ordinary courts, clause 15.3 shall apply accordingly.

15.6 If the contracting parties call upon the arbitral tribunal, all disputes arising from or in connection with the present contract shall be finally settled in accordance with the Arbitration Rules of the German Institute of Arbitration (Deutsche Institut für Schiedsgerichtsbarkeit e.V.). (DIS) shall be finally decided. The arbitral tribunal shall consist of three arbitrators. Unless otherwise agreed by the contracting parties, at least one of the sole arbitrators must be a lawyer. The arbitrators must speak the language of arbitration. The language of arbitration shall be German, unless the contracting parties have agreed on another language of arbitration. The seat of the arbitral tribunal shall be Stuttgart, Germany.

**16. Final provisions**

16.1 Transfer of the customer's rights and obligations to third parties is only possible with the written consent of Obsequ.