

General Terms and Conditions of Delivery and Service of Innok Robotics GmbH in Germany

§ 1 Definitions and scope of application

I. Definitions:

1. "GTC" are these General Terms and Conditions of Delivery and Service.
- (2) "Innok Robotics" means Innok Robotics GmbH or the German company Company in which Innok Robotics GmbH has a direct or indirect interest, which is named in the respective offer, order confirmation or contract or in any other way as the party providing the purchase or delivery service.
3. "Customer" is the contractual partner of Innok Robotics named in the respective offer, order confirmation or contract.
- (4) "subject matter of the contract" means the goods and services or other scope of services specified by Innok Robotics in the offer;
5. contractual partners: Innok Robotics and the customer.

II These GTC apply to all contracts concluded by Innok Robotics on the seller and supplier side. They only apply to companies (§ 14 BGB), legal entities under public law or a special fund under public law within the meaning of § 310 para. 1 sentence 1 BGB.

III. these General Terms and Conditions shall be deemed to have been recognised and to form an integral part of the contract when the order is placed. Any conflicting or deviating terms and conditions of the customer are hereby expressly rejected. They shall only become part of the contract if Innok Robotics expressly agrees to them in individual cases. These GTC shall also apply if Innok Robotics performs the service to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these GTC.

IV. These GTC shall also apply to all future contracts with the customer which Innok Robotics concludes on the seller's and supplier's side.

V. The contract itself, assurances, collateral agreements, amendments and supplements to this contract must be in text form to be effective. The requirement of text form can only be waived at least in text form.

§ 2 Conclusion of contract and contractual conditions

I. The offer is valid for 2 weeks, unless otherwise stated.

II. Innok Robotics' offer shall be decisive for the scope of the delivery and/or service. Deviations, amendments or additions by the customer shall only become part of the contract if they are confirmed by Innok Robotics in text form (e.g. in the order confirmation).

III. Innok Robotics reserves the right to make changes to the agreed execution of its deliveries and services, unless these are unreasonable for the customer. Innok Robotics further reserves the right to make changes to the agreed execution of its deliveries and services (a) insofar as Innok Robotics is obliged to do so by law, (b) insofar as these are necessary to guarantee product safety, or (c) if these are only advantageous for the customer.

IV. Innok Robotics shall retain ownership and the copyright exploitation rights to documents and information (e.g. cost estimates, drawings, test programmes etc.) provided to the customer. They shall be disclosed exclusively for the purpose of evaluation. They may only be made accessible to third parties with the prior consent of Innok Robotics in text form. Documents and information pertaining to offers must be returned to Innok Robotics or destroyed immediately upon request if the order is not placed with Innok Robotics or is terminated.

§ 3 Export regulations

I. Innok Robotics products may be subject to export restrictions.

II. If the products to be delivered by Innok Robotics are exported to a country outside the European Union, the customer shall inform Innok Robotics in text form of the intended use, the country of destination and the final recipient in order to enable Innok Robotics to carry out an extended inspection.

III. Innok Robotics reserves the right to carry out additional export controls. For this purpose, Innok Robotics is authorised to pass on the name and address of customers, suppliers and other persons involved in the execution of the contract to third parties for the purpose of security checks. Innok Robotics cannot guarantee the data security of the third parties contacted. If, on the basis of the data provided, the additional export control reveals that the delivery is contrary to legal regulations, Innok Robotics is entitled to a right of cancellation or termination. After the declaration of cancellation or termination, all claims for compensation against Innok Robotics are excluded.

IV. If customers, suppliers or other persons directly or indirectly involved in the execution of the contract are listed on German, European or US sanctions lists, the contract shall only be concluded subject to the condition precedent that the legal transaction is admissible under export control law. If customers, suppliers or other persons directly or indirectly involved in the execution of the contract are included on German, European or US sanctions lists after conclusion of the contract, Innok Robotics has the right to withdraw from or terminate the contract. After the declaration of cancellation or termination, all claims for compensation against Innok Robotics are excluded.

V. If the subject matter of the contract is (partially) subject to an export restriction, an export licence (e.g. from the Federal Office of Economics and Export Control (BAFA)) must be obtained prior to delivery. In order for Innok Robotics to be able to apply for this export licence, the customer is obliged to provide the following information:

- Details of the intended use of the subject matter of the contract subject to export control
- depending on the notification by Innok Robotics, any other documents required for the application, such as declarations regarding the destination and use of the subject matter of the contract or other confirmations.

VI. The customer is obliged to inform Innok Robotics without being asked whether a group company of the customer is involved in projects with a military background. This also applies if these projects are not related to the contract.

VII. If the export licences are not granted, Innok Robotics shall not be liable for non-performance of the contract, irrespective of the legal grounds, unless Innok Robotics is responsible for the non-granting of the licence with regard to the licensing process.

§ 4 Prices and terms of payment

I. All prices are free carrier (FCA) at Innok Robotics' registered office (Incoterms 2020) excluding all ancillary costs such as packaging, freight and insurance.

II. all prices are net prices and do not include taxes. Taxes are all taxes with the exception of Innok Robotics' German income taxes, customs duties, levies and tax charges incurred in connection with the conclusion and implementation of the contract, in particular import sales and value added taxes and directly comparable consumption taxes such as "goods and sales" taxes or "use and sales". Taxes shall be borne by the customer. If taxes are incurred and payable, Innok Robotics shall invoice these to the customer and show them separately on the invoice in accordance with the applicable tax laws. Insofar as in international service relationships the responsibility for VAT or comparable taxes in connection with the contractual services to be rendered is transferred to the customer as the recipient of the service by virtue of statutory provisions, the customer shall declare all taxes to the tax authorities in its country of residence as its own tax obligations. This shall also apply in the event that the transfer of the tax liability can be contractually determined. The customer declares its direct consent to such contractual provisions. If the customer has its registered office within the European Union but outside Germany, it is obliged to provide Innok Robotics with a valid VAT identification number issued by the tax authorities of its country of residence before the invoice is issued. The customer shall notify Innok Robotics immediately of any change in the VAT identification number. The customer shall procure all contractually agreed services for the purposes of its business. If any tax or duty is to be withheld or deducted from any payment to be made under this contract, the customer shall increase the payments to be made under this contract by an amount sufficient to ensure that Innok Robotics receives an amount equal to the agreed prices after such withholding or deduction.

III. the prices correspond to the cost situation at the time the order is placed. If the cost factors, e.g. the relevant standard wages or material prices, change by the agreed delivery or service date, Innok Robotics may increase its prices by the amount of the additional costs actually incurred if the delivery or service is not provided within 4 months of conclusion of the contract. The same shall apply if the delivery or service is provided later than 4 months after conclusion of the contract for reasons for which the customer is responsible. If the statutory value added tax increases, the additional costs shall be borne by the customer.

IV. Innok Robotics' claims are due 14 days after the invoice date. The timeliness of payment shall be determined by the date of receipt of payment. If the customer is in default of payment, Innok Robotics shall charge statutory default interest; Innok Robotics reserves the right to claim further damages.

V. Innok Robotics shall be entitled to set off payments against older claims or against costs and interest already incurred, despite instructions to the contrary by the customer.

VI. Innok Robotics may, notwithstanding any other rights to which it is entitled, rescind the contract and take back the subject matter of the contract to secure its rights if the customer defaults on payment. Innok Robotics must have notified the customer of this measure and set him a reasonable grace period for payment.

VII. In the event of justified doubts about the solvency of the customer arising after conclusion of the contract, Innok Robotics may demand advance payment or the provision of securities or, in the case of previously agreed instalments, demand payment of the entire remaining debt. Evidence of a significant deterioration in the customer's financial situation shall include, in particular, the customer's actual or impending insolvency or over-indebtedness, the initiation of enforcement measures by the customer's creditors, the dishonouring of a cheque, bill protests, the submission of an affidavit, the non-payment of a due instalment or information from a bank or credit agency in accordance with the diligence of a prudent businessman.

VIII. The customer shall only be entitled to rights of set-off, retention and refusal of performance if its counterclaims have been recognised by Innok Robotics, are undisputed or have been legally established. This restriction shall not apply to claims of the customer due to defects or due to partial non-fulfilment of the contract, insofar as these claims result from the same contractual relationship as the claims of Innok Robotics. Furthermore, the customer is only authorised to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

IX. If Innok Robotics is responsible for the installation or assembly of the subject matter of the contract, the conditions set out in § 8 (II) shall apply.

§ 5 Delivery; delivery and performance time

I. The place of fulfilment is the registered office of Innok Robotics.

II. delivery dates and delivery periods shall only be binding if they have been confirmed by Innok Robotics in text form and the customer has duly fulfilled his obligations in good time. Agreed deadlines shall commence on the date of the order confirmation. In the case of additional or extension orders placed at a later date, the deadlines shall be extended accordingly.

III. Agreed delivery dates are subject to the correct and timely performance of upstream suppliers, unless Innok Robotics is responsible for the incorrect or delayed performance of upstream suppliers. Innok Robotics shall inform the customer immediately of any delays that become apparent.

IV. Subsequent requests by the customer for changes or additions shall extend the delivery time to a reasonable extent. The same shall apply in the event of industrial disputes, in particular strikes and lockouts or other operational disruptions for which Innok Robotics is not responsible, mobilisation, war, riots, rejection of an important workpiece, delays in the delivery of important raw materials and parts and the outbreak of an epidemic/pandemic and other events not foreseeable by Innok Robotics, if these obstacles result in or contribute to non-compliance with the deadline. Innok Robotics shall not be responsible for the aforementioned circumstances even if they occur during an already existing delay.

V. If the customer is in default of acceptance or in breach of other duties to co-operate or if performance is delayed for other reasons for which the customer is responsible, Innok Robotics shall be entitled, without prejudice to its other rights, to store the subject matter of the contract appropriately at the customer's risk and expense and to invoice the customer for the transport and maintenance costs. Innok Robotics may store the subject matter of the contract in a public warehouse or otherwise in a secure manner at the risk and expense of the customer or keep the subject matter of the contract in its own custody.

If Innok Robotics stores the subject matter of the contract at its own premises, it shall only be liable for intent and gross negligence and shall be entitled to the usual storage costs (§ 354 HGB). Innok Robotics is also entitled to withdraw from the contract and/or demand compensation from the customer.

VI. damages shall amount to a flat rate of 15% of the agreed net purchase price, unless the customer proves that less damage or no damage at all has been incurred. Irrespective of the lump-sum compensation, Innok Robotics shall be entitled to claim compensation for the damage actually incurred.

VII. Innok Robotics may make partial deliveries for justified reasons and to a reasonable extent. Innok Robotics shall inform the customer of any partial deliveries in good time. The customer shall be obliged to accept partial deliveries, unless this is unreasonable for him in individual cases.

VIII. Insofar as acceptance of the subject matter of the contract is to take place, it shall be deemed accepted if

(i) the delivery and installation, if Innok Robotics is obliged to do so under the contract, has been completed,

(ii) Innok Robotics has notified the customer thereof with reference to the fiction of acceptance according to this Section VIII. and has requested the customer to accept the goods,

(iii) fourteen working days have elapsed since delivery or installation or the customer has started to use the subject matter of the contract (e.g. has put the delivered system into operation) and in this case six working days have elapsed since delivery or installation, and

(iv) the customer has failed to accept the goods within this period.

§ 6 Transfer of risk

I. Innok Robotics' obligation to perform is limited to the provision of the subject matter of the contract ready for dispatch. Unless otherwise agreed, delivery shall be "FCA at the registered office of Innok Robotics" to a named carrier (Incoterms 2020). The customer is obliged to collect the subject matter of the contract within seven calendar days of receipt of the notification of availability or the invoice. The subject matter of the contract shall be packed at Innok Robotics' discretion and at the customer's expense. This shall also apply if partial deliveries are made or if Innok Robotics has assumed other services, e.g. dispatch or delivery and installation.

II. shipment of the subject matter of the contract shall only take place upon request and then at the expense and risk of the customer. Innok Robotics shall be free to choose the mode of despatch, taking due account of the interests of the customer.

III. The risk shall pass to the customer upon provision of the subject matter of the contract and notification of readiness for dispatch or handover of the subject matter of the contract to the person carrying out the transport, but at the latest upon leaving the supplying plant/warehouse, in the case of drop shipments, the supplying plant/warehouse of the upstream supplier, even if partial services have been agreed with regard to the respective partial service. This shall apply irrespective of whether further services have been agreed (e.g. on site at the customer's premises).

IV. Innok Robotics is prepared to take out any insurance requested by the customer at the customer's request and expense.

V. If dispatch is delayed through no fault of Innok Robotics, the risk shall pass to the customer no later than seven days after the contractual item has been made available and notification of readiness for dispatch has been given.

§ 7 Retention of title

I. Innok Robotics shall retain title to the subject matter of the contract until all existing or future claims of Innok Robotics against the customer, including current account balance claims, have been fulfilled.

II. Any processing of the subject matter of the contract subject to retention of title (goods subject to retention of title) by the customer or third parties shall be carried out for Innok Robotics. In the event of processing or inseparable combination or mixing of the reserved goods with third-party items, Innok Robotics shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other processed items at the time of processing, combination or mixing. In all other respects, the same shall apply to the new item created by processing, combining or mixing as to the reserved goods. If the reserved goods are combined or mixed in such a way that the customer's item is to be regarded as the main item, the customer and Innok Robotics agree that the customer shall transfer to Innok Robotics a proportionate co-ownership of the new item. The sole ownership or co-ownership of Innok Robotics thus created shall be held in safekeeping by the customer for Innok Robotics.

III. the customer must treat the reserved goods with care. If maintenance and inspection work becomes necessary, the customer must carry this out in good time at his own expense. The customer is obliged to insure the reserved goods against insurable damage at his own expense. By placing the order, the customer assigns to Innok Robotics by way of security any claims to insurance benefits in the amount of the order price. Innok Robotics accepts this assignment. The customer undertakes to notify the insurer of this assignment and to inform Innok Robotics thereof. The reassignment shall be deemed to have taken place tacitly with the fulfilment of all claims of Innok Robotics against the customer.

IV. The customer may neither pledge the subject matter of the contract nor assign it as security. In the event of seizure, confiscation or other endangerment of property by third parties, the customer shall draw attention to Innok Robotics' ownership and notify Innok Robotics immediately in text form, sending copies of the relevant documents (e.g. seizure protocol). The costs of any intervention by Innok Robotics shall be borne by the customer.
of the customer.

V. The purchaser is entitled to resell the reserved goods in the ordinary course of business as long as he is not in default of payment. In the event that the customer sells the subject matter of the contract without receiving the agreed consideration in full, he must agree a retention of title with the purchaser in accordance with these terms and conditions. Upon placing the order, the customer assigns to Innok Robotics by way of security his claims for payment from the resale in the amount of the outstanding claims of Innok Robotics, including balance claims from current accounts plus a 10% surcharge for anticipated collection costs. For this purpose, it is irrelevant whether the purchaser sells the contractual object to one or more customers together with other objects not belonging to Innok Robotics, without or after processing or after installation in another object. The purchaser may collect the assigned claims for his own account and in his own name on behalf of Innok Robotics as long as he duly fulfils his payment and other obligations towards Innok Robotics. At the request of Innok Robotics, the customer shall inform Innok Robotics of the debtors of the assigned claims.

If the customer does not properly fulfil his payment and other obligations towards Innok Robotics, he shall notify the debtors of the assigned claims of the assignment at his own expense and keep any collected proceeds for Innok Robotics separately from his own assets.

VI. If the value of the securities existing for Innok Robotics exceeds its claims by more than 10 % in total, Innok Robotics shall, at the request of the customer, release or retransfer securities in excess thereof at its discretion.

VII If the law in whose jurisdiction the subject matter of the contract is located does not permit the retention of title, but does permit the retention of similar rights to the subject matter of the contract, these similar rights shall be deemed to have been agreed between the customer and Innok Robotics. The customer is obliged to co-operate in measures which Innok Robotics wishes to take to protect its property or similar security rights to the subject matter of the contract. The customer may be required to do so, as well as to comply with the obligations set out in § 6, without further warning by injunction or corresponding judicial measures.

§ 8 Installation and assembly; co-operation of the customer

I. The following terms and conditions shall not apply if and insofar as other agreements are made between Innok Robotics or a company affiliated with Innok Robotics within the meaning of §§ 15 ff. and the customer.

II. For each type of installation and assembly, the customer shall assume the following obligations at his own expense:

a) Timely provision of

(1) Auxiliary teams such as the necessary skilled labourers or assistants with the required tools in the required numbers;

(2) Operating power and water including the necessary connections up to the point of use, heating and general lighting;

(3) sufficiently large, suitable, dry and lockable rooms for the storage of the subject matter of the contract, assembly materials, tools etc. at the assembly site and suitable working and recreation rooms including sanitary facilities for the assembly personnel. The customer shall take the necessary measures to protect the assembly personnel and the property of Innok Robotics;

(4) Protective clothing and protective devices that are required due to special circumstances at the assembly site and are not customary for Innok Robotics.

b) Prior to the start of the installation work, the customer must provide the necessary information on the location of concealed power, gas and water lines or similar installations as well as the necessary structural data without being requested to do so.
place.

c) Prior to the start of installation or assembly, the delivery parts required for the start of the work must be on site and all necessary preparatory work must have progressed to such an extent that the installation or assembly can be started immediately after the arrival of the assembly personnel and can be carried out without interruption.

d) If the installation, assembly or commissioning is delayed due to circumstances which - in particular on the construction site - occur through no fault of Innok Robotics, but which are within the customer's sphere of risk, the customer shall bear the reasonable costs for waiting time and any additional travelling required by the assembly personnel.

e) The customer must carefully certify the working hours of the assembly personnel on a weekly basis. The customer is obliged to immediately provide the installation personnel with a certificate in text form confirming the completion of the installation or assembly.

f) Innok Robotics shall not be liable for work carried out by its assembly personnel or other vicarious agents insofar as this work is not connected with the delivery or installation or assembly or insofar as it is not initiated by the customer.

III. If Innok Robotics has undertaken the installation or assembly against individual invoicing, the following provisions shall apply in addition to paragraph II:

a) The customer shall pay Innok Robotics the rates agreed when the order was placed for working hours and surcharges for overtime, night work, work on Sundays and public holidays, for work under difficult circumstances and for planning and monitoring. The provisions applicable at the registered office of Innok Robotics shall be used to determine surcharges for public holidays.

b) The following costs are reimbursed separately:

(1) Travelling expenses; costs for the transport of tools and personal luggage.

(2) The triggers for working time as well as for rest days and public holidays.

§ 9 Warranty

I. Warranty rights of the purchaser presuppose that he has properly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB. Defective performance, to which § 377 HGB does not apply, must be reported within a preclusive period of one calendar week from the time the defective performance is recognised. If the customer fails to carry out the proper and timely inspection and/or notification of defects, Innok Robotics' warranty obligation and other liability for the defect concerned shall be excluded.

II. claims of the customer due to material defects shall become time-barred 12 months after the transfer of risk. Liability for defects is excluded for contractual items sold as used goods. Innok Robotics' liability for damages (i) due to injury to life, body or health and/or (ii) due to damages caused intentionally or by gross negligence and/or (iii) due to fraudulent concealment of a defect or (iv) under the Product Liability Act shall remain unaffected. In this respect, the statutory limitation periods shall apply.

III. insofar as the law in § 438 Para. 1 No. 2 BGB (buildings and items for buildings), § 445 b BGB (right of recourse) and § 634a Para. 1 BGB (building defects) prescribes longer mandatory periods, these periods shall apply.

IV. The warranty period for parts replaced or repaired under warranty shall be 6 months, but at least until the expiry of the original warranty period for the subject matter of the contract.

V. In the following cases, no claims for defects shall exist: in the event of only insignificant deviation from the agreed quality, in the event of only insignificant impairment of usability, in the event of natural wear and tear, in the event of incorrect or negligent handling, in the event of excessive strain, in the event of the use of unsuitable operating materials, in the event of special external influences which are not provided for under the contract, in the event of improper performance of repair work or modifications by the customer.

VI. In the event of a defect, Innok Robotics shall, subject to timely notification of defects, at its discretion repair the defective contractual item, deliver a new item or provide a new service. Recourse claims shall remain unaffected by the above provision without restriction.

VII. defects shall be remedied at Innok Robotics' registered office, unless this involves disproportionate expense. In this case, the customer shall properly pack and deliver the object of the contract.

VIII. Claims by the customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the subject matter of the contract has subsequently been taken to a place other than the customer's branch office, unless the transfer corresponds to its intended use.

IX. The customer shall grant Innok Robotics the time and opportunity required at its reasonable discretion to remedy the defect.

X. Parts replaced in the course of rectification shall become the property of Innok Robotics and must be returned by the customer immediately.

§ 10 Liability

I. Innok Robotics shall be liable in accordance with the statutory provisions (i) in the event of intent or gross negligence; (ii) in the event of culpable injury to the life, body or health of a person, (iii) in accordance with the provisions of the Product Liability Act, and (iv) to the extent of a guarantee assumed.

II. in the event of a simple negligent breach of material contractual obligations, Innok Robotics' liability shall be limited to the foreseeable damage typical for the contract. Material contractual obligations are obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the other party may rely.

III. Any further liability of Innok Robotics is excluded to the extent permitted by law.

IV. The above limitations of liability shall also apply in the event of fault on the part of a vicarious agent of Innok Robotics as well as for the personal liability of employees, representatives, executives and organs of Innok Robotics.

V. Claims for damages for the loss of stored data are excluded if the damage would not have occurred with proper data backup at intervals appropriate to the application, unless Innok Robotics has not properly instructed the customer in data backup.

VI. the limitations stated above in § 9 (I), (II) and (V) shall apply accordingly to claims for reimbursement of expenses by the customer.

VII. a change in the burden of proof to the detriment of the customer is not associated with the above provisions.

§ 11 Force majeure

I. Delays or failure of performance under the contract as a result of a force majeure event, without fault or negligence on the part of the affected contractual partner, shall be deemed excused as long as the event continues. This presupposes that the affected contractual partner informs the other contractual partner immediately after the occurrence of the force majeure event, but no later than 3 days thereafter, at least in text form, about the nature and extent of the force majeure event that has occurred and its effects, including the expected duration.

II. Force majeure events are unforeseeable, unavoidable and extraordinary events such as epidemics, natural disasters such as floods, earthquakes, hurricanes or other extreme natural events, general labour unrest such as boycotts, strikes and lockouts, explosions, fires, riots, wars, sabotage and terrorist attacks.

III. if the affected party cannot credibly assure that a delay due to force majeure does not exceed 60 days or if a delay due to force majeure exceeds 60 days, the other party may terminate the contract without liability.

§ Section 12 Integrity clause

I. The parties are committed to a corruption-free business environment. They undertake to refrain from corrupt behaviour and other punishable acts and to take all necessary measures to prevent them. In particular, they undertake to take precautionary measures against the cases of serious misconduct listed below:

a) Offences in business transactions, in particular money laundering (Section 261 StGB), fraud (Section 263 StGB), breach of trust (Section 266 StGB), forgery of documents (Section 267 StGB), forgery of technical records (Section 268 StGB), falsification of evidential data (§ 269 and § 270 StGB), indirect false certification (§ 271 StGB), suppression of documents (§ 274 StGB) and agreements restricting competition in tenders (§ 298 StGB).

b) Offering, promising or granting advantages to domestic or foreign civil servants, public officials or persons with special public service obligations who are involved in the award or execution of contracts (Sections 331-335 StGB).

c) Offering, promising or granting or demanding, accepting promises and accepting advantages from business partners in return for unfair preferential treatment in national or international business dealings (Sections 299, 300 StGB).

d) The betrayal or obtaining of business and trade secrets (§ 17 UWG) as well as the unauthorised use of templates (§ 18 UWG).

e) Violations of national (GWB) and European competition and antitrust law.

II. In the event of a breach of an obligation under Section 12 (I) by one party, the other party shall be entitled to terminate the contract for cause.

III. In the event of a breach of an obligation under § 12 (I) by one party, the other party shall be entitled to cease further business contacts with the breaching party without this giving rise to any claims on the part of the breaching party, irrespective of the legal grounds.

§ 13 Place of fulfilment Place of jurisdiction; applicable law

I. The place of fulfilment is the registered office of Innok Robotics.

II. the exclusive place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship shall be the registered office of Innok Robotics. Innok Robotics may also sue the customer at its registered office.

III. the contractual relationship shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).