



DEDICATED  
TO PRECISION

## ETHEN ROHRE GmbH

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## General Terms and Conditions

(Updated: February 2020)

- A. Applicability of the General Terms and Conditions of **ETHEN ROHRE**
- B. Purchasing and Contract Terms
- C. General Terms of Delivery and Service

## A. Applicability of the General Terms and Conditions of ETHEN ROHRE

### A.1

These Terms and Conditions shall apply to all business relationships between **ETHEN ROHRE** and its contracting parties, even if specific reference to the Terms and Conditions is no longer made in individual transactions, provided that the contracting party is an entrepreneur (Section 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

In these Terms and Conditions, the term "contracting parties" refers to parties that conduct business with **ETHEN ROHRE** as service providers and/or customers.

### A.2

These Terms and Conditions shall apply exclusively and in all cases. Deviating, conflicting or supplementary general terms and conditions of the contracting party shall become part of the contract only if and in so far as **ETHEN ROHRE** has expressly agreed to their applicability in writing.

Individual agreements concluded with the contracting party in individual cases (including collateral agreements, supplements and amendments) shall always have priority over these Terms and Conditions. In the absence of evidence to the contrary, a written contract or the written confirmation of **ETHEN ROHRE** shall be authoritative as far as the content of such agreements is concerned.

### A.3

References to the applicability of statutory provisions are for clarification purposes only. Statutory provisions thus apply even without such clarification, provided they are not directly amended or expressly excluded in these Terms and Conditions.

## B. Purchasing and Contract Terms

### B.1

The contracts awarded and orders placed by **ETHEN ROHRE** are governed exclusively by the Purchasing and Contract Terms of **ETHEN ROHRE**.

### B.2

Unless otherwise specified in these Terms and Conditions, all contracts awarded and orders placed by **ETHEN ROHRE** shall be processed **exclusively** on the basis of the statutory provisions.

### B.3

Subject to subsequent invoice verification, **ETHEN ROHRE** shall pay

- within 14 days of the receipt of the invoice less 3% cash discount
- or within 30 days without any deductions.

### B.4

If goods arrive prematurely, the invoice shall be dated to the delivery date contractually requested by **ETHEN ROHRE**. The value date will be deemed to be the date of receipt of the invoice.

### B.5

In the case of defective goods or performance or partial delivery in breach of contract, the invoice shall be valued as of the date of flawlessness/complete delivery. The value date will be deemed to be the date of receipt of the invoice.

### B.6

The contracting party shall provide **ETHEN ROHRE** warranty and compensation for damages in the statutory scope and for the statutory period.

In particular, the contracting party shall also be liable to **ETHEN ROHRE**, regardless of fault, for expenses incurred for the removal and installation or mounting of the (defective) item, pursuant to the statutory provisions (in particular Sections 439 (3), 445a German Civil Code (BGB)).

## **B.7**

The place of performance and payment for both parties is the registered office of **ETHEN ROHRE**.

## **B.8**

The courts of Aachen, Germany, shall have jurisdiction for all disputes arising from or in connection with the contractual relationship between the contracting party and **ETHEN ROHRE**.

In the aforesaid case, **ETHEN ROHRE** may also bring action against the contracting party at its registered office.

Overriding statutory provisions, in particular regarding exclusive responsibilities, remain unaffected.

## **B.9**

The laws of the Federal Republic of Germany shall apply, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

## **C. General Terms of Delivery and Service**

### **C.1. Conclusion of Contract / Content of the Contract / Specifications / Tolerances**

#### **C.1.01**

The following regulations shall apply where **ETHEN ROHRE** delivers goods or performs services.

#### **C.1.02**

The content of the respective contract is determined by the written confirmation of order by **ETHEN ROHRE**, if applicable in conjunction with the specifications created by **ETHEN ROHRE**. Oral agreements in connection with the conclusion of contracts with employees of **ETHEN ROHRE**, who are not authorised to represent the company, require the written confirmation of **ETHEN ROHRE** in order to be effective.

#### **C.1.03**

Information about the properties of the products and services of **ETHEN ROHRE** shall be attributed to **ETHEN ROHRE** only if this information originates from **ETHEN ROHRE** or is provided at the express order of **ETHEN ROHRE**, is expressly authorised by **ETHEN ROHRE**, or **ETHEN ROHRE** was aware or must have been aware of said statements and did not distance itself from them within a reasonable period. Assistants of **ETHEN ROHRE** within the meaning of Section 434 (1) German Civil Code (BGB) do not include authorised dealers and customers of **ETHEN ROHRE** who act as resellers. Adequate correction of information on characteristics within the meaning of Section 434 (1) German Civil Code (BGB) may in any case be made on the website of **ETHEN ROHRE** at [www.ethen-rohre.de](http://www.ethen-rohre.de).

#### **C.1.04**

Information on characteristics attributable to **ETHEN ROHRE** which contains measurable values shall be subject to a tolerance of  $\pm 3\%$ .

Exceeding the tolerance of  $\pm 3\%$  shall not automatically lead to the assumption of a defect.

## C.2. Company Logos and Trademarks

**ETHEN ROHRE** is entitled to affix its own company logos and trademarks. The customer is prohibited from removing such marks affixed by **ETHEN ROHRE**.

## C.3. Shipment / Risk / Insurance

### C.3.01

Delivery is ex works/warehouse of **ETHEN ROHRE**. At the customer's request and expense, the goods shall be sent to a different destination [**Mail order purchase**]. Unless otherwise agreed, **ETHEN ROHRE** is entitled to determine the mode of dispatch (in particular, the forwarder, the route and the packaging).

### C.3.02

The place of performance for the delivery and any subsequent performance is **ETHEN ROHRE's** place of business.

### C.3.03

The risk of accidental loss and accidental deterioration of goods shall pass to the customer at the latest when the goods are delivered to the customer, or, in the case of mail order purchases, when the goods are handed over to the carrier or other person charged with performing the shipment.

Where acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law applicable to contracts for works and services shall also apply mutatis mutandis to an agreed acceptance. Default of acceptance on the part of the customer is equivalent to handover and/or acceptance.

### C.3.04

If dispatch is delayed owing to circumstances for which the customer is responsible, the risk shall pass to the customer once the shipment is ready for dispatch or upon provision on the agreed delivery date. This shall also apply in other cases in which **ETHEN ROHRE** is not responsible for the delay in dispatch.

### C.3.05

The delivery shall only be insured at the customer's request and then at the customer's expense.

### C.3.06

In the event that, contrary to the above, international delivery clauses are agreed, the INCOTERMS 2010 of the International Chamber of Commerce (ICC) in Paris shall apply.

## C.4. Delivery Time/ Fixed-Date Purchases / Delay in Delivery

### C.4.01

Delivery **dates** refer to a time, whether a specific day or a calendar week etc., on which the delivery is to occur.

Delivery **periods** refer to the period within which delivery must take place.

Delivery **time** is the generic term for delivery **dates** and delivery **periods**.

### C.4.02

Any agreed delivery **periods** shall apply ex works unless expressly agreed otherwise. Such delivery **periods** shall commence at the time specified in the order, however at the earliest once the documents, permits, requests and dispatch addresses to be provided by the customer have been received, all details of the order have been clarified and the customer has made any agreed down payments or furnished any agreed securities.

### C.4.03

If a delivery **period** has been agreed, this shall be extended appropriately if the customer is delayed in providing the documents, permits, dispatch address notifications, advance payments or securities due. The same shall apply if a delivery **date** has been agreed.

### C.4.04

A corresponding postponement of delivery **dates** or the extension of delivery **times** shall also take place if the requirements for the services to be provided by **ETHEN ROHRE**, which must be fulfilled directly by the customer or by third parties, are not fulfilled in due time.

#### C.4.05

If the customer requests changes to the order after order confirmation, the delivery **period** shall commence only upon confirmation of the change by **ETHEN ROHRE**. The delivery **date** shall be postponed accordingly.

#### C.4.06

The delivery **time** shall be duly extended in the event of unforeseen obstacles that **ETHEN ROHRE** cannot avert despite exercising the care deemed reasonable under the circumstances of the case, e.g. natural disasters, blockades, war, terrorist attacks, strikes, lockouts and other industrial unrest, confiscation, embargo, total or partial failure of subcontractors or other circumstances for which **ETHEN ROHRE** is not responsible, unless **ETHEN ROHRE** has assumed the procurement risk or a delivery guarantee by way of exception. In the aforementioned case, **ETHEN ROHRE** also has the right to rescind the contract, provided that the impediment to performance is not just temporary.

#### C.4.07

Fixed-date purchases must be expressly agreed as such in writing.

#### C.4.08

The occurrence of delay in delivery on the part of **ETHEN ROHRE** is determined pursuant to the statutory provisions. However, in any case the customer must send a reminder.

#### C.4.09

The customer's rights pursuant to Section C.10.02 and the statutory rights of **ETHEN ROHRE**, in particular in the case of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

#### C.4.10

**ETHEN ROHRE** shall not be liable if permits to be provided by **ETHEN ROHRE**, which are a precondition for lawful delivery or performance, are delayed or are not granted at all for reasons for which **ETHEN ROHRE** is not responsible.

### C.5. Excess and Short Quantities/Partial Deliveries

#### C.5.01

**ETHEN ROHRE** shall be entitled to deliver customary excess or short quantities of up to 10% without this automatically being deemed to constitute a breach of duty or defect.

Partial deliveries are permissible to an extent that the customer can reasonably be expected to accept.

#### C.5.02

If **ETHEN ROHRE** makes use of its right to partial delivery or delivery of short or excess quantities, payments for goods which have already been delivered cannot be withheld on this ground.

#### C.5.03

If **ETHEN ROHRE** indisputably delivers partially defective goods, the customer is obliged to pay for the defect-free portion, unless the customer is able to demonstrate that it is unable to use the partial delivery or partial performance.

### C.6. Prices

#### C.6.01

Unless otherwise agreed, prices are quoted ex works/warehouse, **exclusive** of packaging.

#### C.6.02

In the case of mail order purchases, the customer bears the transport costs ex works or warehouse and the costs of any transport insurance that may be required.

#### C.6.03

If packaging is required, **ETHEN ROHRE** will package the goods pursuant to the existing regulations and proceed pursuant to Section 4 German Packaging Ordinance (VerpackV).

#### C.6.04

Prices, costs and interest rates are quoted exclusive of the applicable VAT.

#### C.6.05

If the cost factors change after order confirmation, in particular the prices of raw- or auxiliary materials as well as wages and transport costs, **ETHEN ROHRE** may adjust the

prices accordingly if there is a period of more than 4 months between order confirmation and delivery.

### **C.7. Payment Terms / Prohibition Against Offsetting / Deterioration of Financial Situation**

#### **C.7.01**

Advance payments are subject to the provisions of the German Value-Added Tax Act (UStG).

#### **C.7.02**

Unless otherwise agreed, payments are due immediately and without deduction.

#### **C.7.03**

Payments to be made to **ETHEN ROHRE** are due within 10 days after receipt of the invoice at the latest. After this time, the customer shall be in default of payment.

#### **C.7.04**

If the customer is in default of payment, the applicable statutory default interest rate shall apply.

**ETHEN ROHRE** reserves the right to claim compensation for more extensive damage or loss.

#### **C.7.05**

The customer may only offset against undisputed or legally-confirmed claims.

#### **C.7.06**

Excepting cases pursuant to **C.7.05**, the customer has no right of retention.

However, the customer's rights pursuant to Section 320 German Civil Code (BGB) shall remain unaffected in the event of defects in the delivery, in particular pursuant to Section **C.9.06** sentence 2.

#### **C.7.07**

Should the customer's financial situation deteriorate significantly after entry into the contract or – if the customer's declaration of intent is required for entry into the contract – after the last declaration of intent by **ETHEN ROHRE** aimed at entry into the contract, **ETHEN ROHRE** may, at the option of **ETHEN ROHRE**, demand advance payment or security for all

deliveries and services still to be performed under the same legal relationship (Section 273 German Civil Code (BGB)). If the customer does not comply with this request, **ETHEN ROHRE** may rescind the said contracts or, after setting a deadline, demand damages in lieu of performance, i.e. 25% of the order amount not executed, without special proof being required. In this case, the customer shall be entitled to prove that **ETHEN ROHRE** has suffered no damage at all or only a significantly lower amount of damage than the aforementioned flat rate.

**ETHEN ROHRE** may demand compensation for damage exceeding the flat rate only if exceptionally high damage occurs in the respective individual case, where the above flat rate is to be set off against this claim.

### **C.8. Obligation to Inspect and Give Notice of Defects**

#### **C.8.01**

The customer may only assert claims for defects if it has duly complied with statutory inspection and reporting obligations (Sections 377, 381 German Commercial Code, HGB) and the provisions of this Section C.8.

#### **C.8.02**

Goods and services delivered by **ETHEN ROHRE**, including drawings, etc., must be checked by the customer immediately upon delivery for completeness and correctness.

#### **C.8.03**

Obvious defects must be reported to **ETHEN ROHRE** in writing without delay, at the latest within 12 days of the arrival at the destination, specifying the exact complaints. The customer must also report hidden defects in this form without undue delay after discovery.

### **C.9. Customer's Warranty Claims (Warranty)**

Warranty in these Terms and Conditions means: Claims based on defective performance due to delivery of defective goods or manufacture of a defective product.

### C.9.01

Notwithstanding the limitation of liability in this Section **C.9.**, the special statutory provisions for the final delivery of the goods to a consumer remain unaffected (supplier recourse pursuant to Sections 478, 445a, 445b German Civil Code (BGB)), with the exception of Section C. 9.14.

### C.9.02

If the customer does not comply with the inspection and reporting obligations listed under to Section **C.8.**, **ETHEN ROHRE** shall not be liable for any defects not reported.

### C.9.03

The general limitation period for claims arising from material defects and defects of title is **12 months** from delivery or, if an acceptance has been agreed, from acceptance.

The statutory special provisions on time-barring (in particular Sections 438 (1) no. 1 and no. 2, (3), 444, 445b German Civil Code (BGB) or § 634a (1) no. 2 and no. 3, (3) German Civil Code (BGB)) remain unaffected.

### C.9.04

**The limitation period of 12 months shall also apply to contractual and non-contractual claims for damages based on a defect of the goods.**

However, this shortened period of limitation shall not apply

- insofar as the cause of the damage is due to intentional behaviour or gross negligence on the part of **ETHEN ROHRE** or its representatives or vicarious agents;
- in the case of damage resulting from loss of life, personal injury or damage to health;
- in the event of a delay, if a fixed delivery date has been agreed;
- if a defect is fraudulently concealed;
- if **ETHEN ROHRE** assumes a guarantee and/or the procurement or manufacturer's risk within the meaning of Section 276 German Civil Code (BGB);

- in cases of mandatory statutory liability, especially pursuant to the German Product Liability Act (ProdHaftG).

The aforesaid regulations do not involve any reversal of the burden of proof to the detriment of the customer.

### C.9.05

If the customer is entitled to subsequent performance, **ETHEN ROHRE** shall first decide whether the subsequent performance is to take place through elimination of the defect (repair) or through delivery of goods that are free of defects (replacement delivery). The right to refuse subsequent performance under the statutory provisions remains unaffected.

### C.9.06

**ETHEN ROHRE** is entitled to make the subsequent performance conditional upon the payment of the due purchase price by the customer. However, the customer is entitled to withhold a portion of the purchase price that is reasonable in relation to the defect.

### C.9.07

Work to goods delivered by **ETHEN ROHRE** or other services performed by **ETHEN ROHRE** shall only be considered defect elimination or rectification

- **insofar** as the deficiency has been expressly acknowledged by **ETHEN ROHRE**
- **or insofar as** notices of defects have demonstrably been submitted
- **and insofar as** these proven notices of defects are justified.

In the absence of these requirements, such work shall be regarded as an extra service.

### C.9.08

Apart from this, repairs or replacement deliveries by **ETHEN ROHRE** shall be rendered as extra services, unless they expressly take place in recognition of a legal obligation.

### C.9.09

Expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material

costs (Section 439 (2) German Civil Code (BGB)), shall be borne by **ETHEN ROHRE** if a defect actually exists. Otherwise, **ETHEN ROHRE** may demand reimbursement of the costs incurred as a result of the unjustified defect elimination request (in particular inspection and transport costs), unless the non-existence of the defect was not apparent to the customer.

#### **C.9.10**

**ETHEN ROHRE's** liability for reimbursement of the costs of removal and installation or the mounting of the defective item shall generally be governed by the statutory provisions (in particular § 439 (3) German Civil Code (BGB)).

#### **C.9.11**

The buyer must give **ETHEN ROHRE** the necessary time and opportunity to perform the repairs and replacement deliveries owed under the warranty. The buyer shall only have the right to eliminate the defect itself or using third parties and to demand reimbursement of the necessary costs from **ETHEN ROHRE** in urgent cases in order to avert disproportionately large damage, in which case **ETHEN ROHRE** is to be notified immediately – if possible in advance – or if **ETHEN ROHRE** is in default with the elimination of a defect.

#### **C.9.12**

Where subsequent performance has failed, or a reasonable period of grace to be set by the customer for subsequent performance has expired unsuccessfully (Section 323 (1) and/or Section 281 (1) German Civil Code (BGB), or can be dispensed with pursuant to statutory provisions (Section 323 (2) and/or Section 281 (2) German Civil Code (BGB)), or may be refused by **ETHEN ROHRE** pursuant to Section 439 (4) German Civil Code (BGB) and/or Section 635 (3) German Civil Code (BGB), or the customer may not reasonably be expected to accept subsequent performance, the customer may rescind the contract. However, no rescission right shall apply in the case of a minor defect.

#### **C.9.13**

The customer is only entitled to a reduction of the price (reduction) if **ETHEN ROHRE** agrees.

#### **C.9.14**

**The customer's claims for damages or compensation for wasted expenditure are also excluded** in the case of defects pursuant to Section **C.10.01**, and only exist in the cases which fall under Section **C.10.02**.

### **C.10. Other Liability**

#### **C.10.01**

**Unless otherwise stated in these General Terms and Conditions and subject to Section C.10.02 below, any claims for the contract partner against ETHEN ROHRE for damages and compensation of expenses are hereby excluded, regardless of the legal grounds. This applies in particular to claims for damages arising from tort (e.g. Section 823 German Civil Code (BGB)).**

**Insofar as liability is excluded or limited, this shall also apply to the personal liability of ETHEN ROHRE's employees, staff members, representatives and vicarious agents.**

#### **10.02**

The limitation of liability pursuant to Section 10.01 above shall not apply

- insofar as the cause of the damage is due to intentional behaviour or gross negligence on the part of **ETHEN ROHRE** or its representatives or vicarious agents;
- in the case of culpable breach of key contractual obligations, in which case the compensation for damages shall be limited to the contractually typical damage foreseeable upon entry into the contract. Key contractual obligations are obligations that protect legal positions of the contracting party that are material to the contract, which the contract must grant to the latter in consideration of its contents and purpose, as well as contractual obligations whose fulfilment is essential to the due performance of the contract, compliance with which the customer has regularly relied on and may rely on;
- in the case of damage and loss resulting from loss of life, personal injury and damage to health;



- in the event of a delay, if a fixed delivery date has been agreed;
- if a defect is fraudulently concealed;
- if **ETHEN ROHRE** assumes a guarantee and/or the procurement or manufacturer's risk within the meaning of Section 276 German Civil Code (BGB);
- in cases of mandatory statutory liability, especially pursuant to the German Product Liability Act (ProdHaftG).

The aforesaid regulations do not involve any reversal of the burden of proof to the detriment of the customer.

#### **C.10.03**

In the case of a breach of duty that does not constitute a defect, the customer can only rescind or terminate the contract if **ETHEN ROHRE** is responsible for the breach of duty. An unlimited right of termination for the customer (especially pursuant to Sections 650, 648 German Civil Code (BGB)) is hereby excluded. Otherwise, the statutory requirements and legal consequences shall apply.

### **C.11. On-Call Orders**

#### **C.11.01**

If orders on call are not requested within four weeks after expiry of the call period, **ETHEN ROHRE** shall be entitled to demand payment.

#### **C.11.02**

The same shall apply to on-call orders without a specially-agreed request period if the order has not been requested within four months after receipt of **ETHEN ROHRE's** notification of readiness for dispatch.

### **C.12. Storage/Default of Acceptance**

#### **C.12.01**

If a temporary storage of finished goods at **ETHEN ROHRE** should be necessary due to a default of acceptance, this will not result in the creation of a storage contract.

**ETHEN ROHRE** is not obliged to insure stored goods.

#### **C.12.02**

In the event of default of acceptance, **ETHEN ROHRE** is entitled to store the goods in a commercial warehouse at the customer's risk and expense.

#### **C.12.03**

If the goods are stored at **ETHEN ROHRE**, **ETHEN ROHRE** may charge 0.5% of the invoice amount per month, but at least €30.00 and a further €25.00 from every second full cubic metre of goods per month. The customer is free to prove that the claim has not arisen or is in a lower amount.

#### **C.12.04**

The two preceding sections shall also apply in the event that dispatch is delayed by more than two weeks beyond the indicated readiness for dispatch at the customer's request.

#### **C.12.05**

If the customer does not accept the ordered goods within a specified period, **ETHEN ROHRE** may – without furnishing evidence of the actual damage – demand 25% of the agreed price as flat-rate compensation, unless the customer furnishes evidence that no or less damage has been suffered.

### **C.13. Retention of Title**

#### **C.13.01**

All deliveries take place subject to retention of title.

#### **C.13.02**

This reservation and the following extension shall apply until all claims arising from the business relationship with the customer are paid and until full release from any contingent liabilities that **ETHEN ROHRE** has assumed on behalf of the customer in connection with the delivery.

#### **C.13.03**

Pledging the delivered goods is not permitted.

#### **C.13.04**

**ETHEN ROHRE** is entitled to demand the return of its goods subject to retention of title if it has an important reason for such demand, in particular in the event of default of payment, in return for set-off of the proceeds from the sale.

This request for return does not constitute rescission of the contract.

#### **C.13.05**

If and to the extent that the goods taken back can be sold as new by **ETHEN ROHRE** to another buyer in the ordinary course of business, the customer shall owe 10% of the invoice value of the goods as a return fee, without detailed evidence being required. If the goods cannot be sold as new in the ordinary course of business, the customer shall – without the need for detailed evidence – owe an additional 30% of the goods invoice value for the loss in value. In every case, the customer may furnish proof of a lower percentage.

#### **C.13.06**

**ETHEN ROHRE** reserves the right to claim more extensive damage or loss.

#### **C.13.07**

The processing of goods supplied by **ETHEN ROHRE** always takes place on behalf of **ETHEN ROHRE**, so goods remain the property of **ETHEN ROHRE**, to the exclusion of the consequences of Section 950 German Civil Code (BGB), in every processing state and also as finished goods. If the goods subject to retention of title are processed in combination with other items which are also supplied in exclusion of the legal consequences of Section 950 German Civil Code (BGB), **ETHEN ROHRE** acquires at least co-ownership of the new item on the basis of the ratio of the invoice value of **ETHEN ROHRE** goods to the invoice value of the other processed items.

#### **C.13.08**

The customer hereby assigns in advance all claims from the resale, processing, installation and other utilisation of the goods to **ETHEN ROHRE**. If the products sold, processed or installed by the customer contain items that are not owned by the buyer and for which other suppliers have also agreed a retention of title with sale clause and advance assignment, the assignment shall take place in the amount of the co-ownership share of **ETHEN ROHRE**, which corresponds to the fraction of the claim, or otherwise in the full amount.

#### **C.13.09**

The collection authority which the customer retains despite the assignment expires in any case by revocation, permissible at any time.

#### **C.13.10**

If the value of the security interests to which **ETHEN ROHRE** is entitled exceeds **ETHEN ROHRE's** claims against the customer by more than 50% in the case of deliveries of goods, and by more than 20% in the case of other services, **ETHEN ROHRE** shall be obliged, at the customer's request, to release the security interests of **ETHEN ROHRE's** choice to the corresponding extent.

### **C.14. Place of Performance and Fulfilment**

#### **C.14.01**

The place of performance for the services to be rendered by **ETHEN ROHRE** is always the registered office of **ETHEN ROHRE**. The same shall apply if **ETHEN ROHRE** carries out the transport itself.

#### **C.14.02**

The place of performance and fulfilment for the services to be provided by the customer is the registered office of **ETHEN ROHRE**.

### **C.15. Jurisdiction and Substantive Law**

#### **C.15.01**

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 – and international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of **ETHEN ROHRE** in Aachen, Germany.

However, in all cases **ETHEN ROHRE** shall also be entitled to take legal action at the place of performance of the delivery commitment under these General Terms and Conditions or an overriding individual agreement or at the customer's general legal venue.

Overriding statutory provisions, in particular regarding exclusive responsibilities, remain unaffected.

### **C.15.02**

The laws of the Federal Republic of Germany shall apply, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

Insofar as the choice of German law is not permissible or is invalid, the requirements and effects of the retention of title pursuant to **C.13.** shall be governed by the laws at the respective location of the goods.

## **C.16. Headings/Definitions**

### **C.16.01**

All headings in these General Terms and Conditions are solely intended for improved legibility and have no bearing on the meaning and interpretation of the individual provisions.

### **C.16.02**

Written declarations of intent and knowledge in the sense of these General Terms and Conditions also include declarations transmitted by fax or email.

## **C.17. Final Provision**

Should any provision of these Terms and Conditions or a provision subsequently incorporated herein be or become fully or partially invalid or unfeasible or should unintended lacunae become apparent in this agreement or its supplements, this shall not affect the validity of the other provisions. Section 306 (2) and (3) German Civil Code (BGB) remain unaffected.