

# General Terms of Sale and Delivery

of Mitsubishi HiTec Paper Europe GmbH, Niedernholz 23, 33699 Bielefeld, Germany

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## § 1 General Information, Scope of Application

(1) These General Terms and Conditions of Sale (“Terms”) apply to all business relationships of the Mitsubishi HiTec Paper Europe GmbH (hereinafter referred to as “Seller” with its customers (hereinafter referred to as “Buyer”).

(2) If the Buyer is a consumer within the meaning of section 13 of the German Civil Code (BGB), these Terms shall apply with the exception of § 5 (3), § 8, § 10 (4), § 12 and § 13 (2) of these Terms.

(3) The Terms apply in particular to contracts for the sale and/or delivery of moveable objects (“Goods”), regardless of whether the Seller produces the goods itself or buys them in from suppliers (§§ 433, 651 BGB). Unless otherwise agreed, the version of the Terms applicable at the time of the Buyer’s order or in any case the version last communicated to the Buyer in text form as a framework agreement shall also apply to similar future contracts without the Seller having to refer to it again in each individual case.

(4) The Terms of the Seller apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become a part of the contract if the Seller has explicitly approved their validity in writing. This approval requirement shall apply in every case, including, for example, if the Seller carries out a delivery to the Buyer unconditionally in the knowledge of the Buyer’s terms and conditions.

(5) Individual agreements reached in an individual case with the Buyer (including collateral agreements, supplements and amendments) shall in all cases take precedence over these Terms and Conditions of Sale. In the absence of evidence to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

(6) Legally relevant declarations or notifications which have to be submitted to the Seller by the Buyer after conclusion of the contract (e.g. fixing of time limits, notices of defects, declaration of cancellation or price reduction), must be in writing in order to be valid. If the Buyer is a consumer within the meaning of section 13 of the German Civil Code (BGB), the text form within the meaning of section 126b BGB (e.g. fax or email) is sufficient for all declarations and notifications which have to be submitted to the Seller; this shall still apply even if elsewhere in these Terms a stricter form is prescribed.

(7) The commercial representatives of the Seller or other sales mediators are not entitled to take receipt of declarations which are intended for the Seller.

(8) References to the validity of statutory regulations shall only have clarifying significance. Therefore, the statutory regulations shall also apply without such a clarification unless they are directly changed or are explicitly excluded in these Terms.

## § 2 Conclusion of Contract

(1) The offers of the Seller are subject to change and are not binding unless they are expressly identified as binding in writing. This shall also apply if the Seller has provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards), other product descriptions or documents – including in electronic form. We reserve ownership and copyright of the aforementioned documents. The documents must be treated confidentially by the Buyer. They may only be forwarded to third parties with the Seller’s explicit consent.

(2) The order for the goods placed by the Buyer shall be deemed a binding offer of contract. Unless otherwise stipulated in the order, the Seller is entitled to accept this offer of contract within 4 weeks after it is received by the Seller.

(3) Acceptance can either be declared in writing (e.g. through an order acknowledgement) or through delivery of the goods to the Buyer.

(4) If the Seller expressly indicates in writing that an offer is binding, it is bound to this offer for a duration of 3 days from submission of the offer unless otherwise stated in the offer itself.

(5) Orders for the delivery of paper and cardboard must contain data informing the Seller unambiguously at least about the following details:

(a) Reference to a possible offer (written correspondence, visit, forwarding of pricelists, etc.),

(b) Quantity,

(c) Quality with reference to a type, a brand or a forwarded sample as well as other possibly necessary information,

(d) For reels:

reel width, reel diameter, inside diameter for tubes, grammage (g/m<sup>2</sup>),

(e) For size:

dimensions, if applicable, direction of sheet travel, and, if necessary, grammage (g/m<sup>2</sup>),

(f) Equipment and packaging,

(g) Delivery date, final destination and method of shipment,

(h) Price,

(i) Terms of payment.

(6) The agreement of call-offs and any changes and additions thereto must be in writing. In the case of call-off orders, deliveries are carried out following a request by the Buyer, but at the latest after 30 days, unless a separate customer-specific agreement has been concluded. If a deadline is not met, the Seller has the option of charging the customer accordingly for any storage costs which it incurs.

The Seller is entitled to insure any goods which are available in the warehouse for call-off against fire and to charge the Buyer for the costs incurred therefor. This shall not apply if the Buyer accepts a fixed and precise offer in all its points for a fixed date of delivery or a fixed period of delivery.

(7) The information provided by the Seller on the object and scope of the delivery or service (e.g. weights, dimensions and technical data) as well as representations of the same (e.g. drawings and illustrations) are only approximate specifications or quality statements and not assurances of characteristics or guarantees for the quality of the goods. Guarantees for the quality of the goods shall only be submitted by the Seller in writing and must be explicitly designated as such.

### § 3 Specifications

(1) Tolerances

(a) Quantity tolerances for the delivery of graphic papers in reels cannot be generally defined due to the great variety of the reels. Unless otherwise agreed in writing, a general deviation of up to 10% of the total order is permitted.

(b) Grammage tolerances (weight per m<sup>2</sup>) and thickness tolerances to be accepted by the Buyer as contractual performance are designated in product-specific technical data sheets. These are available for each product and can be sent to the customer on request if required. The information in the product-specific technical data sheets is merely descriptive characteristics. No guarantees are assumed in this respect.

## (2) Other characteristics

The Seller shall not be liable for minor deviations in any other technical characteristics whose tolerances are not specified above, provided the delivered item is suitable for the purpose intended when the order was placed. Waviness of paper and cardboard is not considered a hidden defect. In the case of items made to order, the Buyer shall also be obliged to purchase the originally ordered quantity if up to 10% of this quantity differs slightly, but is suitable for the same purpose as the ordered paper and cardboard.

## § 4 Delivery Deadline and Delay in Delivery

(1) The delivery period shall be agreed individually or specified by the Seller on acceptance of the order. If this is not the case, the delivery deadline is approximately 4 weeks from conclusion of the contract.

(2) If the Seller is unable to meet binding delivery deadlines for reasons for which the Seller is not responsible (e.g. due to unavailability of performance), the Seller will inform the Buyer hereof immediately and at the same time inform it of the expected new delivery deadline. If performance remains unavailable within the new delivery period, the Seller is entitled to withdraw from the contract in whole or in part; the Seller will immediately reimburse the customer for any consideration already given. Deemed as a case of unavailability of performance within this meaning is in particular late delivery by the Seller's components supplier if the Seller has concluded a congruent hedging transaction, neither the Seller nor its supplier is at fault or the Seller is not obliged to make a purchase in the individual case.

(3) The commencement of default in delivery by the Seller is determined in accordance with the legal provisions. In each case, however, a reminder is required from the Buyer. If the Seller defaults on delivery by the agreed date, the Buyer can demand lump sum compensation for its loss or damage caused by the default. The lump-sum compensation shall be 0.5% of the net price (delivery value) per complete calendar week's default, but in total a maximum of 5% of the delivery value of the goods delivered late. The Seller reserves the right to prove that the Buyer did not suffer any loss or damage whatsoever or only a substantially smaller loss or damage than the above lump sum

(4) The rights of the Buyer pursuant to § 10 of these Terms and the legal rights of the Seller, in particular in the event of exclusion of the performance obligation (e.g. if performance and/or subsequent performance is/are impossible or unreasonable), remain unaffected.

## § 5 Delivery, Passage of Risk, Default of Acceptance, Disposal of Packaging

(1) Delivery is ex-warehouse, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Buyer, the goods shall be sent to a different destination (sale to destination according to Buyer's instructions). Unless otherwise agreed, the Seller is entitled to determine the type of shipment (in particular transport company, shipment route, packaging) itself.

(2) Part deliveries are admissible.

(3) The risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer at the latest when the goods are handed over to the Buyer. However, in the case of sale to destination according to the Buyer's instructions, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass to the Buyer upon delivery of the goods to the forwarding agent, carrier, or other person or establishment charged with the execution of the shipment. Insofar as an acceptance procedure has been agreed, this is authoritative for the passage of risk. In all other respects the relevant requirements of the law on contracts for work and services shall apply accordingly for an agreed acceptance. The handover or acceptance shall be deemed to have occurred even if the customer is in default of acceptance.

(4) If the Buyer is in default of acceptance, if it fails to provide an act of assistance or if the Seller's delivery is delayed for other reasons for which the Buyer is responsible, then the Seller is entitled to request compensation for the resulting damage, including additional expenses (e.g. storage costs). For this purpose, the Seller will charge a lump sum as compensation amounting to 0.5% of the total invoice amount per commenced calendar week up to a maximum total of 5% of the total invoice amount, commencing with the agreed delivery date or – in the absence of such an agreement - with the notification of

shipment readiness of the goods. Proof of a larger loss or damage and the statutory claims of the Seller (in particular, reimbursement of additional expenses, reasonable compensation, withdrawal, termination) shall remain unaffected; the lump sum must, however, be offset against any further monetary claims. The Buyer reserves the right to prove that the Seller did not suffer any loss or damage at all or only a substantially smaller loss or damage than the aforementioned lump sum.

## **§ 6 Prices and Terms of Payment**

(1) Unless otherwise agreed in the individual case, the current prices of the Seller at the time of concluding the contract are applicable, ex-warehouse and plus the statutory value added tax. In the case of collection deliveries with a foreign destination, the Seller is entitled to charge the statutory value added tax and demand settlement thereof unless the Buyer has proven export or intra-Community supply from the Federal Republic of Germany. The Buyer shall be reimbursed after providing proof of export or intra-Community supply from the Federal Republic of Germany through suitable documents.

(2) In the event of sale to destination according to the Buyer's instructions [§ 5 (1)], the Buyer shall bear the transport costs ex-warehouse and the cost of transport insurance, if such insurance is requested by the Buyer, unless otherwise agreed in the individual case. If the Seller does not invoice the Buyer for the transport costs actually incurred in the individual case, a flat rate for transport costs (excluding transport insurance) of € 50/ton or pallet shall be deemed agreed. Any customs duties, fees, taxes and other official levies shall be borne by the Buyer. If freight or insurance costs or official levies and charges (e.g. customs, import and export duties) are newly introduced or raised after conclusion of the contract, the Seller shall be entitled to add such additional charges to the agreed price, even in the case of carriage paid or duty paid delivery.

(3) Unless otherwise agreed in the individual case, the purchase price shall be due to be paid within 14 days of the invoice date and delivery or acceptance of the goods. The Seller is, however, entitled, also within the scope of an ongoing business relationship, to carry out a delivery in whole or in part only in return for advance payment. The Seller shall state a corresponding reservation at the latest when the order is confirmed.

(4) The Seller shall accept bills of exchange offered by the Buyer only on the basis of a separate agreement and only on account of payment. Bills of exchange can only be accepted if they are eligible for rediscounting and corresponding taxes are duly paid. Their acceptance is subject to presentation and protest. Credits against bills of exchange and cheques shall be subject to receipt and minus bill of exchange charges and disbursements with value date on the day on which the Seller is able to access the proceeds. If the Seller accepts bills of exchange in payment, the Buyer shall bear the bill of exchange costs and any costs arising from possible discounting.

(5) Upon expiry of the aforementioned or separately agreed term of payment, the Buyer shall be in default. Interest shall be paid on the purchase price at the respective applicable statutory default interest rate during the default. The Seller reserves the right to claim further damages for default. Its claim for the commercial interest from the due date [§ 353 HGB (German Commercial Code)] against merchants remains unaffected.

(6) The Buyer is only entitled to set off or to exercise any rights of retention if its claim is undisputed or has been recognised by the courts. In the event of defects of the delivery item, the Buyer's counter-rights, in particular pursuant to § 10 (8) sentence 2 of these Terms, shall remain unaffected.

(7) In the event that claims which are to be offset are denominated in different currencies, the mean rate specified by the ECB on the date of the offsetting statement shall be deemed the exchange rate.

(8) If after conclusion of the contract, it is recognisable (e.g. from an application for opening of insolvency proceedings) that the Seller's entitlement to the purchase price is at risk through the Buyer's inability to pay, then according to the statutory regulations the Seller is entitled to refuse service and - if applicable, after setting a deadline - to cancel the contract (§ 321 BGB). In the case of contracts for the manufacture of specific items (custom-made products), the Seller can withdraw

## **§ 7 Reservation of Title**

(1) The Seller reserves the right to the property of the sold goods until it receives full payment of all of its current and future claims from the contract of sale and an ongoing business relationship (secured claims).

- (2) The goods subject to reservation of title may neither be pledged to third parties, nor assigned as collateral before the full payment of the secured claims. The Buyer shall inform the Seller immediately in writing if an application is made for the institution of insolvency proceedings with respect to its assets. If the goods under reservation of title are seized by third parties, or in the event of any other interventions by third parties, the Buyer is obliged to point out the ownership of the Seller and to notify the Seller immediately in writing so that the Seller can assert its rights of ownership. If the third party is not in a position to compensate the Seller for any legal or out-of-court costs incurred in this connection, the Buyer shall be liable with respect to the Seller for this.
- (3) In the event that the Buyer acts contrary to the contract - especially if it is in default with payment of a claim – the Seller is entitled to withdraw from the contract in accordance with the legal provisions and demand the return of the goods on the basis of the reservation of title and the rescission. If the Buyer does not pay the purchase price due, the Seller may only assert these rights if it has first set the Buyer an appropriate time limit for payment without result or if setting such a time limit may be dispensed with according to the provisions of law.
- (4) The Buyer is entitled to resell and/or process the goods under retention of title in the ordinary course of business until revocation by the Seller. In this case the following provisions shall apply in addition:
- (a) The retention of title covers the products resulting from the processing, mixing or combining of the Seller's goods up to the resulting products' full value, and the Seller shall be deemed to be the manufacturer. If, in case of processing, mixing or combining the Seller's goods with products of a third party, the title of the third party is retained, the Seller shall acquire co-ownership in proportion to the invoice value of the processed, mixed or combined items. For the rest, the same shall apply to the resulting product as for the goods delivered under reservation of title.
- (b) The Buyer hereby assigns to the Seller as collateral the claims against third parties arising from the resale of the goods or product in total or in the amount of any co-ownership share of the Seller pursuant to the aforementioned clause. The Seller hereby accepts the assignment. The Buyer's obligations specified in para. (2) of this section also apply with due regard for the assigned claims. If the Buyer has sold this claim within the scope of true factoring, it shall herewith assign the claim against the factor, which replaces the original claim, to the Seller. The Seller hereby accepts the assignment. If the claim arising from the resale by the Buyer is placed in a current account relationship with its customer, the Buyer shall herewith assign its claims arising from the current account relationship to the Seller in the amount of the invoice value of the reserved goods. The Seller hereby accepts the assignment. In the case of recourse-factoring, the Seller shall be authorised to rescind the contract whose security rights are or would be affected and demand that the goods already delivered be returned.
- (c) In addition, the Buyer hereby also assigns any claims relating to the reserved goods which arise for any other cause in law against its customers or other third parties (in particular, claims for tortious act and claims for insurance payments) in full and as security to the Seller. The Seller hereby accepts this assignment.
- (d) The Buyer shall still be authorised to collect such receivables, in addition to the Seller, until further notice. The Seller shall undertake not to collect the receivable as long as the Buyer meets its payment obligations to the Seller, there is no deficiency in its performance capacity and the Seller does not assert the reservation of title by exercising a right pursuant to para. (3) of this section. However, if this is the case, the Seller may demand that the Buyer disclose the assigned claims and the respective debtors to the Seller, provide all the information required for collection, surrender the relevant documents and inform its debtors (third parties) of this assignment. In addition, in this case the Seller is entitled to revoke the authority of the Buyer to resell and reprocess the goods that are subject to the reservation of title.
- (e) If, in connection with payment of the purchase price by the Buyer, an obligation to accept the bill of exchange or cheque is established for the Seller, the reservation of title along with the claims that derive from the delivery of goods and form its basis shall only expire when the bill of exchange is honoured by the Buyer as drawee.
- (f) If the realizable value of the collateral exceeds the Seller's claims by more than 10%, the Seller shall release collateral of its choice to the Buyer, should the aforesaid demand this.

## **§ 8 Insurance of the Reserved Goods**

- (1) The Buyer shall undertake to insure the reserved goods or keep them insured at its own expense until expiry of the reservation of title against the typical risks (fire, water, theft, damage, etc.). The sum insured shall be based on the purchase price (at the least). The Buyer hereby assigns all the resultant current and future claims against the insurance company to the

Seller. The Seller hereby accepts the assignment. The Buyer shall inform the insurance company that the insured items are the property of the Seller, that the Seller is entitled to all rights arising from the insurance policy, insofar as they relate to the reserved goods, and that the Seller is only entering into the rights and not the obligations of the insurance policy, on the proviso that the Buyer is not entitled to cancel the insurance without the Seller's consent.

(2) At the Seller's request, the Buyer shall provide it with comprehensive information on the insurance cover without delay and surrender any documents which are necessary in order to make an insurance claim. Citing a right of retention contrary to the aforementioned right to information and documents is excluded. If the Buyer has not arranged any insurance, or if it is not adequate, the Seller may do so at the Buyer's risk and expense.

### **§ 9 Trade Credit Insurance / Escape Clause for the Seller**

(1) The Buyer is aware that the Seller maintains trade credit insurance to cover for bad debt losses from trade receivables arising from the contractual delivery of goods. The Buyer shall actively provide the commercial information required for the insurance cover at its own expense. Insurance cover for the contractual delivery of goods and sufficient cover for the Buyer thereunder constitute a material condition of the contract of sale for the Seller.

(2) The Seller is entitled to withdraw from a contract of sale if the trade credit insurer does not offer adequate insurance protection or adequate cover for the Buyer. In this case the Seller is obliged to inform the Buyer immediately about the scope of possible trade credit insurance or, if applicable, the impossibility of obtaining insurance cover.

(3) Should trade credit insurance not be obtainable for the Buyer for the required delivery, the Buyer may provide other payment security within seven days from the notification in accordance with § 9 (2) sentence 2 if this offers the Seller the same protection as the trade credit insurance. In this case the Seller is not entitled to withdraw from the contract. Otherwise, the Seller shall declare its withdrawal after the expiry of the time period.

### **§ 10 Buyer's Claims due to Defects**

(1) The statutory regulations shall apply to the rights of the Buyer in case of defects of quality and title (including wrong delivery and shortfall in delivery) unless otherwise specified below. The special legal provisions in the case of ultimate delivery of the goods to a consumer (suppliers' recourse according to §§ 478, 479 BGB) shall be unaffected in all cases.

(2) Above all, the agreement regarding the quality of the goods shall be the basis for the Seller's liability for defects. The so-designated product descriptions which the Buyer is given prior to placing its order, or which have been included in the contract in the same way as these Terms, shall be deemed the agreement concerning the quality of the goods.

(3) In the absence of any quality agreement, the existence or non-existence of a defect shall be assessed according to the statutory provision (§ 434 para. (1) sentences 2 and 3 BGB). However, the Seller shall not be liable for public statements by other third parties (e.g. advertising claims).

(4) If a mutual commercial transaction exists between the Seller and the Buyer, the Buyer's claims based on defects require that it has duly complied with its obligation to investigate and to give notice of defects immediately after delivery, in accordance with § 377 HGB. Complaints regarding defects shall be in writing. A complaint about defects shall be deemed immediate if it is lodged within three working days.

(5) An insignificant deviation of the supplied goods from the agreed or customary quality shall not create any rights on the part of the Buyer on account of defects.

(6) In the event of any defectiveness of the goods and in the event of any defectively executed contracts for work and services, the defect may be remedied or a replacement may be provided at the Seller's discretion. Multiple subsequent performances are permitted. For the subsequent performance, the Buyer shall set the Seller a reasonable time limit of at least two weeks and hand over to it the item which is the subject of the complaint for inspection purposes.

(7) If the Seller is not prepared or not able to remedy the defect(s) or make a replacement delivery, or fails to do so within the reasonable time limit of at least two weeks, or if this is superfluous according to the statutory regulations, or if the remedy of

the defect/delivery of a replacement is otherwise unsuccessful or cannot reasonably be expected of the Seller, the Buyer shall be entitled to withdraw from the contract at its discretion or reduce the purchase price accordingly. This right of withdrawal does not exist for an insignificant defect. Claims for compensation are excluded under § 11 of these Terms. The right pursuant to § 634 No. 2 BGB (own remedy of defect with reimbursement of expenses) is excluded.

(8) The Seller is entitled to make the owed remedial performance conditional upon the Buyer paying the purchase price due. The Buyer is, however, entitled to retain a part of the purchase price which is reasonable in proportion to the defect.

(9) In case of replacement, the customer shall return the defective goods in accordance with statutory provisions.

(10) The expenses which are necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs (not removal and installation costs), shall be borne by the Seller if there is actually a defect. Otherwise, the Seller may demand that the Buyer reimburse the costs arising from the unjustified claim for the remedying of defects (in particular, inspection and transport costs) unless the absence of defects was not apparent to the Buyer. The Seller shall in total only bear the reasonable costs of subsequent performance, up to the amount of the purchase price at most. Costs of subsequent performance arising from the fact that the supplied goods are taken to a place other than the Buyer's business address shall be borne by the Buyer.

(11) A Buyer who requests the Seller's products for the first time for further processing shall initially be provided by the Seller with a sample (e.g. a test reel) of the paper which forms the basis for the order. In this case the Buyer is obliged to test this sample reel for its suitability for the purpose intended by the Buyer, in particular also for its further processing. The test results shall be sent to the Seller. In such a case the Seller shall not be liable in the case of follow-up orders for damage which would have been foreseeable and avoidable in a test carried out for the intended purpose.

(12) Before further processing the goods, the Buyer shall check whether the supplied goods that correspond to the specifications are actually suitable for the intended purpose.

Should the Buyer suspect or establish that

(a) the goods are not suitable for the intended purpose and/or

(b) the goods are defective and/or

(c) in the Buyer's opinion, problems will arise in connection with the quality of the goods as regards further processing,

further processing of the items concerned may only take place with the Seller's express written consent. Should further processing of the goods be carried out by the Buyer without this written consent from the Seller, the goods shall be deemed approved.

## § 11 Other Liability

(1) The Seller shall be liable for damages, irrespective of the legal basis, in the event of intent and gross negligence. In the case of simple negligence, the Seller shall be liable - subject to a milder standard of liability under the statutory provisions (e.g. for the same level of care as exercised in one's own affairs) - only

a) for damage arising from loss of life, personal injury or illness,

b) for damage arising from the not insignificant breach of an essential contractual obligation (an obligation, the fulfilment of which is essential to allow the contract to be duly implemented, and compliance with which the other contracting party regularly relies on and is entitled to rely on); in this case our liability is, however, limited to compensation for the foreseeable, typically occurring damage.

(2) The liability restrictions arising from para. (1) also apply to breaches of duty by or in favour of persons for whose negligence the Seller is responsible under the statutory provisions. They do not apply if the Seller fraudulently conceals a defect or has given a guarantee for the quality of the goods and for claims of the Buyer under the German Product Liability Law.

(3) The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist in a defect if the Seller can be held responsible for the breach of duty. A free right of termination of the Buyer (in particular according to §§ 651, 649 BGB) is excluded. Otherwise the statutory requirements and legal consequences shall apply.

### **§ 12 Statute of Limitation**

(1) By way of derogation from § 438 para. (1) No. 3 BGB, the general limitation period for claims arising from defects in quality or defects in title is one year from delivery. If an acceptance has been agreed, the limitation period shall begin with the acceptance.

(2) The aforementioned limitation periods of commercial law shall also apply to the Buyer's contractual and extra-contractual claims for compensation based on a defect in the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would result in a shorter limitation period in the individual case. Claims for compensation by the Buyer pursuant to § 11 para. (1) sentence 1 and sentence 2 (a) as well as under the German Product Liability Law shall, however, become statute-barred exclusively according to the statutory limitation periods.

### **§ 13 Choice of Law and Place of Jurisdiction**

(1) The law of the Federal Republic of Germany shall apply to these Terms and the contractual relationship between the Seller and the Buyer to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG), and to the exclusion of German private international law (EGBGB).

(2) If the Buyer is an entrepreneur within the meaning of § 14 BGB, a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive, and also international, place of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship is the principal place of business of the Seller in Bielefeld. However, the Seller is also entitled in all cases to file a suit at the place of performance of the delivery obligation pursuant to these Terms or an overriding individual agreement or at the general place of jurisdiction of the Buyer. Overriding statutory provisions, in particular for sole jurisdictions, shall remain unaffected.

### **§ 14 Data Protection**

The Buyer is hereby informed that the Seller will process the personal data obtained within the scope of the business connections in accordance with the provisions of the German Federal Data Protection Act (BDSG).

### **§ 15 No Participation in Dispute Resolution Proceedings before a Consumer Arbitration Board**

The Seller is not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board.