

General Terms and Conditions of Schneestern GmbH & Co. KG

Preamble:

Schneestern GmbH & Co.KG has around 1,000 products in its product range. For selected products and services, additional provisions apply to these Terms and Conditions, which are accompanied by the addition:

"If....." points 10.1 to 10.7 inclusive.

The following General Terms and Conditions, hereinafter referred to as the **General Terms and Conditions**, shall apply to all legal transactions between **Schneestern GmbH & Co.KG** Werner-von-Siemens-Straße 47, D – 87471 Durach, hereinafter referred to as **SST**, and its respective contractual partners/**clients** hereinafter referred to as **the AG**, unless otherwise required by law.

These GTC also apply to non-commercial customers, who are also referred to as AG in the following text .
When buying tools, please note the point: 10.7. !

The version valid at the time of conclusion of the contract or purchase is decisive in each case. These GTC as well as the General Terms and Conditions of Rental shall also apply to all future contractual relationships, even if this is not expressly referred to in supplementary contracts. Conflicting terms and conditions of the **Client** are invalid unless they are expressly accepted by **SST** in writing. All offers of the **SST** are subject to change. Any offers from SST designated as "cost estimates" or similar are non-binding. The offer prices are quoted in euros and are only valid in the case of an undivided order. **SST** is entitled to provide partial services or partial deliveries and to invoice them separately. Services not estimated in the offer, which are carried out at the request of the **Client**, or additional expenses caused by incorrect information provided by the **Client**, by transport delays through no fault of their own, or by non-timely or professional advance services by third parties, insofar as they are not vicarious agents of **SST**, will be **invoiced additionally** to the Client.

If the cost factors relevant to the pricing increase by the time the contract is concluded and delivered, the goods and/or services (e.g. material price, wages, freight costs) increase, **SST** is entitled to adjust the prices accordingly.

At the request of the **Client**, there is the possibility of "express production" of our goods for an additional charge of 5% of the list price. Details are to be agreed with our customer advisor.

1.) Subject matter of the contract

The general object of the contract here is the provision of a supply and/or service by **SST**, in particular for corporate and public contracting authorities, inter alia by:

Delivery + rental of goods, assembly + dismantling, maintenance, as well as project support and/or event management,

The subject matter and scope of the contract is the delivery of goods and services set out in more detail in the individual order/contract. Each scope of services can be found in the respective offer/contract. When delivering our goods or performing services (including events), **SST reserves the right** to make changes or deviations from individual services that become necessary after conclusion of the contract and **are not brought about by SST** in bad faith, provided that these changes or deviations are not significant and do not affect the overall design of the purchased goods and/or booked service. Changes in order to promote technical progress can be made at any time. In the event of unforeseeable technical or material procurement difficulties for which **SST** is not responsible, **SST** is entitled to withdraw from the order/contract. In this case, there are no further unilateral or reciprocal claims.

If no execution period or delivery time is specified in the offer/contract, the performance/delivery of the goods will take place within 60 days after conclusion of the contract by **SST**.

The **Client** is not entitled to assign claims of any kind arising from our business relationship to third parties.

2.) Execution of the order

SST carries out all work with the greatest care and always in relation to the individual wishes and needs of the **client**. The **SST** is permitted to use the cooperation of specialized colleagues or freelancers (so-called third parties) to carry out the order. Payment of the third party shall be made exclusively by **SST** itself, unless otherwise stipulated in the contract. Minor wear and tear on the goods, as well as deviations from the planning documents, which do not impair the usability of our products and services, cannot be complained about.

3.) Rights and obligations

At the same time, the assignment authorises the **SST** to obtain information from the authorities and third parties involved, to carry out investigations and to carry out surveys at its discretion. Upon request, the **SST shall** be issued a special power of attorney for this purpose.

In order to be able to fulfil orders completely and professionally, **the SST** may be dependent on information (e.g. sketches, site plans, static calculations, or text documents) from the **Client**. For defects - which result from incorrect content of the above-mentioned information - **SST** is released from its obligation to perform until the **Client** has duly fulfilled its contractual obligations to provide the above-mentioned documents. Additional costs incurred due to the delivery of incorrect content in the above-mentioned documents will be **invoiced to** the Client.

4.) Customer's obligation to cooperate

The **Client** must obtain all necessary private and public law permits for the construction of the commissioned Freizeit+Sport-Anlage as well as event-specific permits free of charge before **SST** begins its activities on site. He is also responsible for ensuring that there are no other factual or legal obstacles to the construction of the commissioned Freizeit+Sport-Anlage at the designated location. Should this nevertheless be the case, and should claims be asserted against us by third parties as a result, the **Client** shall indemnify **SST** from this.

If the Client supports the SST by providing machines,

a.) the **Client** shall ensure this and assure SST that these are adequately insured against any damage, that they are approved in accordance with official regulations, and that they do not exceed the permitted maximum speed of 20 km/h under any circumstances.

If, during the proper and professional operation of the machine, damage occurs due to circumstances that could not be clearly recognized by the personnel or vicarious agents of SST, the **Client indemnifies SST from all claims for damages**

Damage to machinery caused by force majeure/storms **during the operation or care of SST** shall be borne by the **Client**. The **SST** does not undertake any maintenance work and is not responsible for damage caused by wear or fatigue to the engine, hydraulics, electronics, chassis, attachments or winch. All consumables and operating materials are provided by the **Client** free of charge.

b.) all obligations of proper instruction – in accordance with the guidelines of the employers' liability insurance associations – for the handling of machines and the preparation of a handover protocol lie with the **client**.

If the Client supports the SST with personnel in its work,

a.) ensures that the **employer** takes care of this and assures the **SST** that it is sufficiently covered by accident and social insurance. He indemnifies SST against all resulting claims asserted against us by its employees or agents or third parties.

b.) all obligations relating to occupational health and safety and the prevention of occupational accidents, occupational diseases and work-related health hazards for its employees and subcontractors lie with the **Client**.

In particular, he is responsible for providing personal protective equipment for his employees and subcontractors. The applicable accident prevention regulations, the provisions of the employers' liability insurance association and those of the working time laws must be observed.

During our work in nature, the Client must ensure that current and timely official weather forecasts are communicated free of charge to the SST project manager by e-mail and in advance by telephone. Severe weather warnings must be reported immediately. Whether the weather allows the planned work in nature is decided by the **AG** and **SST** on an equal basis, i.e. together.

Insofar as services and preparatory work to be provided by the Client in accordance with the preceding paragraphs are not provided on time or incompletely, and the **SST** is hindered as a result, the **SST must notify the Client** thereof immediately. This is not necessary if the **Client** is obviously aware of the obstructive circumstances and their effects. The following then applies:

The period between the contractually agreed dates, the start of assembly and the end of assembly/acceptance will be extended if the obstruction was caused by a circumstance for which the Client is responsible. In particular, by the period by which the assembly work is extended because auxiliary personnel to be provided by the Client are not available or unable to work.

If an official acceptance is to be carried out for the construction of the Freizeit+Sport-Anlage or for the implementation of an event, this will be arranged by the **Client** at its own expense.

5.) Liability and warranty

SST shall only be liable to the **Client** for damages – with the exception of personal injury – in the event of gross negligence (intent or gross negligence). This also applies mutatis mutandis to damages caused by **employees or third parties purchased** by SST. Claims by the **Client** – regardless of the legal basis – for lost profits or other financial losses are excluded. This limitation of liability does not apply insofar as the damage is attributable to intentional or grossly negligent conduct on the part of **SST**, insofar as it is based on the lack of a warranted characteristic that had the sole purpose of protecting the customer from the damage that has occurred, or insofar as the customer claims damages for non-performance due to the lack of a warranted characteristic. In all cases, however, our liability is limited to the foreseeable damage typical for the contract. We are not liable for advice.

Irrespective of this, any warranty or liability claim shall lapse insofar as the **Client** makes changes to the **Freizeit+Sport-Anlage as well as equipment or goods built by SST** without the consent of **SST** or has them carried out by third parties, as well as that defects have arisen due to non-observance of our technical instructions for the treatment of the goods and/or services supplied by us. This is not necessary due to delay on our part and the inconclusive expiry of a grace period set by the Client or for other reasons in order to enable use in accordance with the contract. The preceding sentence shall not apply if the **Client** proves that the defects or damages in question were not caused by the changes made by him or the third party.

In each case, the Client must provide proof that the damage is due to the fault of **SST**. The reversal of the burden of proof, i.e. the obligation of the **SST** to prove his innocence of the defect, is excluded.

If **SST** provides the work with the help of third parties and the warranty and/or liability claims against these third parties arise in this context, **SST** assigns these claims to the **Client**. In this case, the Client shall give priority to this third party and hereby accepts the assignment.

If, in the course of a brokerage transaction, a supplier, service provider or freelancer (e.g. photographer, athlete or artist/DJ) is unable to perform the service incumbent on him, SST shall be indemnified against all claims of the aforementioned service providers. This also applies to claims for breach of contract or other claims for damages. The brokerage commission for SST agreed in individual cases is also due if third parties do not perform services or do not do so in full.

In all other respects, claims for damages against **SST** – regardless of the legal basis – are limited to the amount of the contract amount, but up to a maximum of the amount of **SST's professional liability insurance** with the sum insured of € 3 million for property damage and financial losses. However, a maximum of 3 damage events with a total of 3 million euros each. All of the above limitations of liability shall also apply to the benefit of our employees and other vicarious agents.

The **Client** shall be entitled to remedy defects if they are attributable to SST. The **Client** may demand rescission of the contract (conversion) or reduction of the price (reduction) if at least two attempts at rectification have failed due to the same defect.

If the notice of defects is made late or if reservations due to known defects were not reported at the time of acceptance/handover, the warranty claims expire completely. Section 377 of the German Commercial Code (HGB) applies.

The warranty claims are precisely specified in the offer or contract for individual products or services. If an indication for warranty claims is not specified, or is not specified in the GTC, the period for warranties is agreed to be 1 year.

Excluded from warranty claims are:

batteries, rechargeable batteries and vibration sensors as well as tarpaulins.

Warranty claims also lapse if:

- a.) Damage may occur due to improper use of our goods or failure to comply with our construction, maintenance and service guideline information.
- b.) Signs of wear and tear due to other external influences have occurred.

Unless expressly agreed otherwise, earthing (e.g. for protection against lightning strikes) for all **goods delivered by SST** – even if they were installed by **SST** – is not part of **SST's services**. There are no liability and warranty claims for damage caused by missing earthing.

Claims for damages by the **Client** can only be filed with the Client within six months of becoming aware of the damage and the tortfeasor.

SST .

6.) Ownership

All goods delivered by **SST** shall remain our property until all claims arising from the business relationship with the Client have been fully paid and settled . This also applies to disputed and/or conditional claims. The **Client** is entitled to dispose of the goods in the ordinary course of business as long as the **Client** is not in arrears of payment. If we recover goods on the basis of rights reserved by us, the Client shall bear the costs incurred by us.

Extended retention of title

The Client already assigns the claims arising from the resale or any other legal reason with regard to the goods to SST in full as security . **SST** hereby accepts the assignments. At the request of **SST**, the **Client** shall be obliged to provide SST with individual proof of the acquired claim against third parties and to notify the subsequent purchaser of the assignment with a request to pay only to **SST**. **SST** is entitled to notify the subsequent purchaser and to collect the claim.

In order to secure property rights, in particular in the event of payment arrears, the **Client** grants **SST** or commissioned third parties the express right to enter the property and business premises of the Client at any time in order to be able to collect the goods **owned by SST**.

7.) Payments, remuneration and accounting

In principle, payments must be made on time and without cash. Failure to comply with payment terms or circumstances that call into question the creditworthiness of the **Client** shall result in an immediate due date of all receivables and the cessation of all services and deliveries of SST – without any claim for damages on the part of the **Client**. In these cases, **SST** is entitled to withdraw from the contract after a reasonable period of time or to demand compensation for non-performance. **SST** is also entitled to send invoices to the Client in electronic form. The **Client** expressly agrees to the sending of invoices in electronic form by **SST**.

In the case of fee or commission agreements, the amount is based on the written agreement between the **Client** and SST. The **SST** is entitled to issue interim invoices according to the progress of the work. The fee is due upon invoicing by **SST** and is payable immediately without deductions. If the execution of the order is prevented after the Client has signed the contract (e.g. due to termination), **SST** retains the right to payment of the entire agreed amount less saved expenses.

In case of doubt, all saved expenses are agreed at a flat rate of 30 percent of the fee or commission for those services that **the Client** has not yet provided by the date of termination of the contractual relationship. Excluded are products or services specially manufactured for the Client (e.g. static calculations): In this case, a 100 percent claim for damages in favour of **SST** is deemed to have been agreed.

All services are charged plus VAT. In the event of late payment, default interest of 1% per month or part thereof will be charged. If the **Client** has not made a repayment provision, the SST is entitled to make one. §366 BGB is repealed.

8.) Copyright, right of use, protection of intellectual property

The SST has a copyright **for project work**. The **Client** may only use the project work and presentation for the purpose specified in the offer or project work in the contract. Any use beyond this, in particular duplication and publication, even in excerpts or other units, is only permitted with the written permission of the **SST** and is generally subject to additional remuneration.

If **SST** does not receive an order after participation in a presentation or invitation to tender or after submitting an offer, all services provided by **SST**, in particular their content, remain the property of **SST**. The **Client** is not entitled to continue using them – in any form whatsoever. All services of **SST** (e.g. ideas, concepts for snowboard routes or events, etc.), including individual parts thereof, remain the property of **SST**. By paying the fee, the **Client** only acquires the right of use for the agreed purpose. Unless otherwise agreed with **SST**, the **Client** may only use the services of **SST** itself and, if agreed, only for the duration of the offer/contract. Under no circumstances does an unauthorised reproduction or distribution of the work give rise to liability on the part of **SST** towards third parties – in particular, for example, for the correctness of the work.

The **SST** is authorized to take pictures of nature, buildings and events and have the unlimited rights of use from the AG - unless otherwise agreed in the offer / contract . For graphics provided by the **Client** for the order-related use of printed matter of all kinds, the Client assures SST that no copyright infringement can take place through the use of these graphics and that corresponding usage agreements have been concluded with the author. The **Client** shall indemnify **SST** against claims by third parties.

9.) Acceptance, transfer of risk, default of acceptance:

Insofar as the risk has not already been transferred to the **Client**, the risk shall be transferred to the Client as follows: Either upon collection, loading or handover to the freight forwarder or carrier, regardless of whether we ship, the **Client** collects, whether **SST** or the **Client** third parties and regardless of whether freight is shipped free, freight collect or for a flat rate, even if partial deliveries are made.

In the event of delays in the aforementioned facts for which the Client is responsible or if the **Client** is in default of acceptance for other reasons, the risk shall pass from the Client upon notification of readiness for delivery.

In any case, the delivery address must be chosen by the **Client** in such a way that it can be reached with the required vehicle. **The SST** and the forwarding company assume no responsibility for delivery addresses that are inaccessible to the freight forwarders. Any additional costs must be borne by the applicant. If, for example, a 40-ton truck has to deliver due to the volume of the order, the unloading location must be chosen in such a way that the truck can also reach it and turn around there again. A delivery address that can only be reached via mountain roads/forest roads or is difficult to drive on due to snow is simply unreasonable for the freight forwarder.

In such cases, the freight forwarders reserve the right to unload the goods at an unproblematic unloading location. In these cases, **SST** as well as the freight forwarder cannot assume responsibility or costs for the onward transport.

In principle, the costs and organisation of the unloading are to be borne by the **Client**. The exact delivery date will be communicated to the **Client**.

communicated in good time. Please also note our shipping and delivery conditions enclosed with these GTC.

The **Client** is obliged to accept the performance of **the SST** on the completion date specified by the Client. The acceptance takes place regularly on the occasion of rehearsals or dress rehearsals.

This does not apply to the planning services that are deemed to have been completed and ready for acceptance upon receipt by the Client. Outstanding partial services or the elimination of defects will be made up for or rectified as quickly as possible. Provided that they do not significantly impair the function of the object of the service, they do not entitle the holder to refuse acceptance. If the service of **SST** cannot be made available to the **Client** for reasons for which the **Client** is responsible, the risk shall pass to the Client on the day of performance of the service, at the latest upon receipt of the notification of completion. A notification of completion is not required if the **Client** has started completion by using the service/goods. The performance of the **SST** is then considered fulfilled.

In the event that the service is completed in essence, but waiting times - such as for drying out of the concrete - have to be waited for use, the traffic safety risk as well as the risk of damage of any kind such as vandalism is transferred to the danger area of the **Client**, even if no final acceptance has yet been made. This also applies in the event of an unnecessary delay in acceptance by the **Client**. In these cases, the **Client** shall indemnify **SST** against all third-party liability claims.

10.1.) If - Construction, operation and maintenance of snow parks has been agreed:

In the current legal opinion, snow parks are to be classified as "special areas in the organized ski area" and are therefore generally subject to the operator's duty to ensure traffic safety. The **AG** assures that he is also the operator of the snow park.

Depending on the type of contract, **SST** takes over the construction and dismantling as well as the maintenance of the snow park for the client. If the order/contract stipulates the daily inspection of the track and reshapes, **SST** will check the condition of the track on a daily basis and will submit a release report to the Client after the maintenance of the line has been completed. Only then can the **AG** put the snow park into operation.

SST is not responsible for any traffic safety obligations, unless this has been separately agreed in the contract.

10.2.) If - project supervision and/or event management agreed:

It is agreed between the **SST** and the **Client** that these services of **the SST** are generally used at their own risk.

Insofar as **SST** has to offer and provide its services on behalf of an **Client** to third parties (i.e. persons who are to be attributed to the **Client's** warehouse, such as vicarious agents of the Client, guests of the Client, etc.), the Client shall indemnify **SST** against all liability claims of third parties insofar as these exceed the liability limits contained in these GTC. The **Client** undertakes to agree on identical limitations and exclusions of liability with the participants in favour of the **SST**.

SST assumes no liability for all material, equipment and places made available by the Client or third parties for the implementation of events. This does not apply to intent or gross negligence.

In this respect, the **Client** shall indemnify **SST** against any liability claims raised by the **Client** or participant of the **Client** against **SST**. In particular, **SST** shall not be liable if the operational personnel are subject to the instructions of the Client during the action.

Insofar as **SST** rents or lends goods of any kind, the Client shall be liable for loss, damage or other impairment of the substance and purpose of the rented or loaned items. **SST's** claims for compensation are to be based on the replacement value. GEMA - Fees and other permits as well as approvals of all kinds are obtained by **SST** in the name and for the account of the **Client** after a separate order has been placed. The **SST** cannot guarantee the granting of permits (of any kind). Therefore, it does not assume any liability for non-granting of permits.

The **Client** undertakes to take out sufficient organiser liability insurance for the events.

The **Client** shall immediately (within three working days of performance by **SST**) accept and substantiate complaints to project management and event management in writing. If a subsequent improvement of our services is excluded due to the passage of time (e.g. termination of the event), the customer is only entitled to reduction rights. These points are also valid if **the SST** acts as the organizer in cooperation with the **AG**.

10.3.) If - an intermediary activity is agreed:

If **SST** acts as an intermediary for services, artistic performances, etc., the respective **AG** undertakes not to use the contacts established by **SST** for the conclusion of direct or follow-up transactions. This obligation of the **Client** is limited to the specific duration of the individual assignment. In the event of a breach of this obligation, **SST** is to be treated as if the unauthorised direct business had been brokered by **SST**. The **SST** has

in this case, the defendant is entitled to payment of the agreed brokerage commission, but in any case in the minimum amount of 15% of the respective net contract value.

Insofar as **SST** concludes contracts with third parties for the implementation of events, such a contract shall be concluded in the name and for the account and power of attorney of the **Client**. This applies in particular to the rental of rooms, the conclusion of contracts in the catering sector and the conclusion of contracts with artists as well as service providers and suppliers.

10.4.) If - the delivery of components for use with floor anchoring is agreed:

The anchoring of wind-prone components is a particular challenge. On the one hand, it is the wind conditions of the installation site, and on the other hand, the naturally different soil compaction conditions as well as the unpredictability of the ballast weight in snow, which prompt **SST** not to grant **any liability and warranty claims in favour of the Client for the installation of slides, anchor plates and the associated components on foundation-like constructions for fastening superstructures.**

Use our years of experience to assess the use of a wide variety of fastening techniques. If desired, we will be happy to help you find a structural engineer to create a stability certificate.

10.5.) If goods from our wake program are delivered:

Wake products are generally only manufactured at the customer's request, i.e. in the event of withdrawal from the order/contract, a 100% claim for damages in favour of **SST** is always due.

The anchoring of the obstacles in bodies of water is generally carried out by the Client at his own risk. When unloading, the **Client** must ensure that the usually very large parts are unloaded without damage. We document our loading very precisely. Please also note that the transfer of risk in the event of delivery by **SST** vehicles – i.e. no delivery by third parties – has already **been transferred to the Client**. Final assembly and possible disassembly for storage purposes may only be carried out in water. Damage caused by incorrect assembly or disassembly is excluded from the warranty.

10.6.) If – Rental of goods agreed: General Rental Conditions

For goods rented by **SST**, the following regulations apply in addition to the GTC. The order/contract grants the **Client** the right to use **SST** goods for the agreed period of time as intended. The Client shall be liable for all damages incurred during the use of the rented items. After termination of the contract, the **Client** is obliged to return the rented items to the registered office of **SST** in D - Durach, complete and free of soiling, insured at his own expense and risk .

10.7.) If – tools have been purchased – safety instructions for handling SST tools

SST tools are produced for professional use. With the purchase, the Client confirms that he is experienced in handling the tools and takes into account all accident prevention regulations. In the event of an accident, **SST** cannot be prosecuted. The tools must be kept out of the reach of children and may not be used by children.

Decrease

The **Client** is obliged to accept the rented items. He certifies to **SST** in writing that the rented items have been taken over properly and without restriction at **SST**'s discretion, e.g. on a delivery note, consignment note or confirmation of receipt. Rented items are to be inspected by the Client immediately upon receipt for freedom from defects and completeness. Any defects or shortages must be reported immediately, otherwise the assertion of all claims is excluded.

Use of the rented items, assembly and use instructions

The **Client** is obliged to observe all requirements for the use of the rented **SST** and other goods, as well as to obtain any necessary registrations or permits for the use of the rented items. The **Client** must take out the necessary insurance at his own expense.

Intended use, costs of maintenance and repair

The Client undertakes to use the rented items exclusively in accordance with its intended purpose. He must maintain the rented property in a condition in accordance with the contract and carry out any repairs at his own expense. This does not release the **Client** from its obligations under the lease agreement, in particular not from the obligation to pay the rent.

Deterioration, deviations from the delivery condition

Any deterioration or deviation from the delivery condition of the rented items at the end of the rental period, provided that these are not attributable to intended use, or would have occurred even if they had been used for the intended purpose, shall be borne by the **Client**. The **Client** shall bear the costs of cleaning or repair. If, in the opinion of **the SST**, parts cannot be repaired or the repair costs exceed the net list price, the **SST** is entitled to refuse the return of damaged rental items and instead charge damages in the amount of the net list price. The **Client** has the right to prove to **SST** that no damage or damage has not occurred in the calculated amount. This also applies if the **Client** has made technical changes to rented objects.

Payment arrears, pick-up authorization

If the **Client** is in arrears with its payment obligations for more than 14 days, **SST** is entitled to terminate all rental agreements with the **Client** without notice and extraordinarily with immediate effect and to claim the immediate surrender of all rented items. In this case, the Client is not entitled to any right of retention. In the event of termination, **SST** shall be entitled, at its own discretion, to immediately take possession of and collect either all or only parts of the **SST** and other goods rented to the Client. Furthermore, in this case, **SST**, or third parties commissioned by us, are entitled to enter the properties or business premises of the Client at any time for the purpose of collecting the **SST** and other goods rented to the Client. The same applies if the **SST** and other goods are to be collected from the Client's customers. In order to avoid unnecessary costs, the Client agrees to this and expressly consents to this procedure.

If a provision of the General Terms and Conditions of Rental contradicts the provisions of the Terms and Conditions in terms of content, the provision of the General Terms and Conditions of Rental shall take precedence. An invalidity of both conditions is therefore excluded in the event of a contradiction.

11.) Information in sales documents as well as binding written information

SST's **sales documents** contain neither quality information nor an assurance of quality. Verbal information provided by **SST** employees is a voluntary service. All oral statements are only legally binding with written confirmation.

12.) Applicable law, place of jurisdiction, place of performance

German law applies exclusively. The UN Convention on Contracts for the International Sale of Goods does not apply. Changes must be made in writing. The place of jurisdiction and place of performance for all services is D - Kempten (Allgäu).

13.) Privacy

The **SST** collects the personal data of the **Client** exclusively for the purpose for which the **Client** has made his data available. The **Client** agrees and authorises **SST** to process, store and evaluate the data received in connection with the business relationship in compliance with the data protection regulations to be complied with.

14.) Final provisions

If any provision of this contract is void due to statutory provisions, the validity of the remaining provisions of this contract shall not be affected. Ineffective provisions can be replaced by those that come closest to the intended purpose and are legally permissible. The contracting parties undertake to accept such a substitute provision. Changes and additions to this contract must be made in writing in order to be effective. The invalidity of individual provisions of this contract does not affect the validity of the remaining provisions. The parties undertake to conclude a valid agreement instead of an invalid provision, the economic success of which corresponds as far as possible to that of the invalid one.

GROUPS:

- *Forwarding and delivery conditions*
- *Construction, maintenance and service policy information for individual goods*
- *Product information for proper and professional use, maintenance + maintenance*