

General Terms and Conditions (T&C)
for Clients
of Cosack GmbH & Co. KG
Druck + Verpackung
Von-Siemens-Str. 14, 59757 Arnsberg
(Version: January 2023)

1. Applicability of the General Terms and Conditions of Sale

- 1.1.** All contracts for sales, deliveries, and other services concluded by us with businesses, legal entities under public law, or special funds under public law (hereinafter referred to as "Buyer") shall be governed exclusively by our Terms and Conditions of Sale below, which correspond to the model terms and conditions of the Fachverband Faltschachtel-Industrie e.V. (Professional Association of the Folding Carton Industry). The Buyer's terms and conditions of business shall not apply in general unless we have expressly agreed to their application in writing. This shall also apply to the provisions in the Buyer's terms and conditions of business which do not conflict with our Terms and Conditions. Our General Terms and Conditions of Sale shall also apply exclusively if we, with knowledge of deviating clauses of the Buyer, execute the delivery to the Buyer without reservation or refer to a statement of the Buyer (e.g. order, e-mail, etc.) which contains or refers to the Buyer's terms and conditions of business.
- 1.2.** Our General Terms and Conditions of Sale apply also to all future business transactions with the Buyer.

2. Offers, Order, and Prices

- 2.1.** Our offers are subject to change and non-binding. A contract is only concluded with our written or electronic order confirmation or by delivery of the goods to the Buyer.
- 2.2.** Costs incurred by us as a result of the preparation of the offer, such as costs for development, technical services, samples, and corrections, shall be borne by the Buyer if the order is not placed.
- 2.3.** By placing the order, the Buyer is submitting a binding offer. Unless otherwise stated in the order, we shall be entitled to accept this offer within two weeks of receipt by us.
- 2.4.** The contract concluded with the order or purchase order of the Buyer and our order confirmation fully reflects the agreements between the parties; oral agreements of the parties are replaced by this contract unless they expressly show that they continue to be binding. Additions and amendments to the contracts, including these General Terms and Conditions of Sale, must be made in writing or text form in order to be effective (e.g. by letter, fax, or e-mail).
- 2.5.** We do not assume any procurement risk with regard to self-delivery by our suppliers, unless we are responsible for the untimely or incorrect self-delivery.
- 2.6.** Prices are quoted in euros plus the applicable statutory value-added tax, unless a different currency is expressly agreed.

2.7. All prices apply ex-factory. Costs for transport and packaging shall be invoiced separately. If the parties have agreed FOB prices (in accordance with the applicable IN-COTERMS), these do not include port and customs charges.

3. Intellectual Property, Industrial Property Rights, Ownership of Work Materials

3.1. We are exclusively entitled to the intellectual property or industrial property rights in designs, templates, sketches, samples, films, lithographs, clichés, punches, cutting dies, negatives, plates, printing rollers, printing plates, forming devices, digital data, printing cylinders etc. (hereinafter: Work Materials). The Buyer is not permitted to use Work Materials without the prior express agreement, in which an appropriate usage fee is set.

3.2. The Buyer is responsible for ensuring that the goods manufactured by us in accordance with his Work Materials or other specifications or instructions do not infringe any third-party rights, in particular no intellectual or industrial property rights. The Buyer hereby undertakes to indemnify us upon our first request against any claims asserted against us by third parties on the basis of alleged or actual infringement of intellectual property and/or industrial property rights, insofar as we have manufactured the goods according to the Buyer's Work Materials or other specifications or instructions.

3.3. Work Materials which are required for the manufacture of the goods and which have been manufactured by us or at our initiative remain our property, even if the Buyer has contributed financially to the costs of manufacture. There is no obligation to surrender such Work Materials.

3.4. Work Materials and data records provided by the Buyer are stored by us only at the Buyer's own risk. We shall only be liable for diligence in respect of our own concerns. We insure these Work Materials and data records only at the Buyer's express request and only at the Buyer's expense. If the Buyer has not demanded the return of these Work Materials within one year or the data records within three years after they were last used by us, we shall be entitled to destroy them after notifying the Buyer in advance.

4. Delivery; Dealing with Packaging; Storage

4.1. Unless expressly agreed otherwise, the information on delivery times is approximate. Delivery dates are only binding if we have expressly guaranteed adherence to them in writing. The undertaking is only valid subject to unforeseen events for which we are not responsible. Unless expressly agreed otherwise, information on delivery times refers to the time of handover to the forwarding agent, carrier, or other third party commissioned with the transport, in the case of collection by the Buyer and in the case of agreed storage, by the time of storage. We shall provide the Buyer with information on the latter date upon request.

4.2. If the parties expressly agree a schedule for release or delivery in writing, such schedule shall be binding on both parties. Deviations require express written agreement of the other party. Any additional costs (e.g. storage costs, financing costs) or changes in materials resulting from such deviations shall be borne by the party that requested the deviation from the schedule for release or delivery.

4.3. The event of our default in delivery shall be determined in accordance with the statutory

provisions, however, a reminder by the Buyer shall be required in any case: The extension period shall generally be at least 10 working days. After expiry of the grace period without results, the Buyer may withdraw from the contract. In the case of continuous or successive delivery contracts, the right of withdrawal is limited to the specific delivery, unless the continuation of the entire contract is no longer deemed reasonable for the Buyer.

- 4.4.** The place of performance for our delivery obligation is the production plant D-59757 Arnsberg, even if we dispatch the goods at the request of the Buyer. Unless expressly agreed otherwise in writing, the risk shall pass to the Buyer when the goods are handed over to the forwarding agent, carrier, or other third party commissioned with the transport, or (in the case of collection by the Buyer) to the Buyer, and in the case of agreed storage, when the goods are stored in our warehouse. This also applies if free or freight-prepaid delivery has been agreed and/or we carry out the transport ourselves.
- 4.5.** The Buyer shall bear the shipping costs unless otherwise agreed in writing.
- 4.6.** Insofar as no written agreements have been made regarding packaging, the choice shall be left to us. Pallets, pallet cages, top boards, wooden crates, and other packaging and transport materials provided by us for multiple use shall remain our property. The Buyer shall return them to us in perfect condition at its own expense within one week after use of the goods delivered within them.
- 4.7.** Unless otherwise expressly agreed in writing, we shall be entitled to make partial deliveries insofar as this is a reasonable option for the Buyer. Each partial delivery leads to the partial fulfilment of the delivery obligation.
- 4.8.** During the manufacture of the goods, production-related excess or short deliveries of up to +/-10 % may occur; for very small quantities, +/-20 % applies. This is a standard commercial value. Any excess or short deliveries within this tolerance range constitute due performance of the contract. The Buyer is obliged to pay the price for the quantity actually delivered.
- 4.9.** Deliveries are subject to the timely and proper fulfilment of all obligations of the Buyer. The right to object to the non-performance of the contract is reserved.
- 4.10.** In the event of default in acceptance or other culpable breach of duties to cooperate on the part of the Buyer, we shall be entitled to compensation for the resulting damage, including any additional expenses. We reserve the right to further claims. In this case, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer at the time of default of acceptance or other breach of duties to cooperate.
- 4.11.** Insofar as we provide storage services for the Buyer by separate agreement, we reserve the right to make the conclusion of a separate storage agreement a condition of storage. Regardless of this, the following applies at a minimum: We shall take receipt of the goods and store them with the care of a diligent warehouse keeper, and we may use the services of a qualified third party for this purpose. Collective storage is generally permissible unless this is not appropriate due to the nature of the goods. We manage the warehouse according to the FiFo principle and make the goods available for retrieval/collection on corresponding demand and within deadlines agreed on an individual basis. The Buyer must notify us of the retrieval with a notice period of at least 5 days and can only request this within normal business hours. Removal from storage takes place by making the goods

available for collection. We generally do not have any obligation to insure the goods during storage. Our remuneration shall be calculated in accordance with the storage agreement or, if no such agreement has been concluded, our respective applicable price list or, if no price list is available, the customary local remuneration per pallet of stored goods per month. In addition, we shall be entitled to reimbursement for reasonable expenses incurred by us in maintaining the goods.

- 4.12.** The following applies to the return of packaging pursuant to Section 15 of the German Packaging Act (Verpackungsgesetz, 2022 version):

Unless the parties have agreed otherwise, at least in text form, the Buyer shall assume our take-back obligations pursuant to Section 15 of the German Packaging Act and shall ensure at its own expense that the packaging is taken back and appropriately and correctly recycled. The Buyer shall also provide all reasonable assistance to enable us to comply with our documentation obligations pursuant to Section 15 of the German Packaging Act. The Buyer shall indemnify us for all costs and damages arising from claims by third parties, in particular public authorities, insofar as these are based on the fact that the Buyer has not provided such assistance or has not provided it properly.

5. Terms of Payment, Offsetting, and Assignment

- 5.1.** Unless agreed otherwise, the prices are quoted in Euro ex place of performance (warehouse/place of manufacture) pursuant to clause 4.4 and including costs for standard packaging. The invoice amount is due without deduction upon receipt of the invoice. However, we shall be entitled at any time to make a delivery in whole or in part only against advance payment. We have to state a corresponding reservation no later than with the order confirmation. Discounts are only permissible if they have been expressly agreed in writing beforehand. If the Buyer does not pay the invoice amount within 14 days after receipt of the invoice or the agreed payment date, it shall be in default even without a specific reminder. In the event of default on the part of the Buyer, we shall be entitled to demand interest on arrears at the statutory rate. This does not affect the right to claim higher damages caused by delay.
- 5.2.** Unless expressly agreed otherwise, the prices for the goods shall be determined in accordance with the prices agreed at the time of the conclusion of the contract, insofar as the delivery takes place within four months of the conclusion of the contract and it concerns individual orders. If the delivery takes place later than four months after the conclusion of the contract or within the framework of continuous obligations, the prices shall be determined according to our prices valid at the time of delivery, unless otherwise agreed. Our right to demand price adjustment shall remain unaffected if circumstances which have become the basis of the contract have changed significantly and the parties would not have concluded the contract or would have concluded it with different terms if they had foreseen the change and we cannot reasonably be expected to adhere to the original contract. This may include, in particular, the detection of a gas shortage, an energy shortage, significant increases in logistics costs, or similar events.
- 5.3.** Payment instructions, bills of exchange, and cheques shall not be accepted in lieu of performance, but only in consideration of performance. In the case of payment by payment instruction, bill of exchange, and cheque, performance shall not take place until

the value date of the bank transfer has passed. The Buyer shall bear the costs of collection and bank charges for bank transfers. We do not assume any liability for timely submission.

- 5.4. The Buyer shall only be entitled to rights of set-off and retention if its counterclaims have been legally established, are undisputed, or have been recognised by us.
- 5.5. If, after the conclusion of the contract, a significant deterioration in the financial circumstances of the Buyer or other factors become apparent which give rise to doubts about the solvency of the Buyer, we shall be entitled to withhold our performance until the Buyer has provided the consideration or security. If in this case the Buyer fails to provide either the full consideration or an appropriate security within a period of one week after being requested to do so, we shall be entitled to withdraw from the contract. Section 323 of the German Civil Code (BGB) shall apply accordingly. Our right to assert further claims under the statutory conditions remains unaffected.
- 5.6. The assignment of claims of the Buyer arising from the business relationship without our express written consent is excluded. Section 354 of the German Civil Code remains unaffected.
- 5.7. Unless otherwise agreed, the prices are exclusive of the respective statutory value added tax as well as any further taxes, customs duties, or other import or export charges. In the event that taxes or public charges of any kind are reintroduced or increased after the contract with the Buyer has been concluded, we are authorised to add the cost increase to the agreed price accordingly.

6. Attachment of Labels

- 6.1. We are entitled to attach our company, our company logo, or our identification number to the goods manufactured by us in an appropriate form that does not affect the design of the goods in a relevant manner.

7. Quality of the Goods

- 7.1. A specific condition of the goods delivered by us is only owed if we expressly agree specific characteristics with the Buyer in writing or in text form (subjective requirements). If we have agreed subjective requirements (e.g. in specifications), these are complete and final. The existence of any additional or alternative objective requirements and assembly requirements for the goods shall not be relevant. Unless otherwise agreed in the contract, there is no obligation to ensure that the packaging material is suitable for direct contact with foodstuffs. In the absence of express written agreement, we therefore do not accept any liability for impairments to the goods or the packaged goods that are based on direct contact.
- 7.2. The goods are in conformity with the contract with regard to printing and processing if the printing result and the processing quality are within the tolerances which correspond to the respective state of the art.
- 7.3. Samples provided by us are hand or plotter samples which may deviate from machine production in terms of material, appearance (e.g. punching bridges, colour) and processing capabilities (e.g. creasing resistances). These circumstances are well-known in

the industry. We therefore do not accept any liability for deviations of this kind.

7.4. The Buyer is aware that processing of the goods after longer storage may result in sensory impairments and external impairments, such as breakage of creased edges and colour changes, as well as technical impairments, such as poorer running properties on the automatic packaging machine, adhesiveness, colour adhesion, and flatness. If the Buyer causes the originally agreed storage period (from storage of finished goods at Cosack or storage of finished goods at the customer's premises) to be exceeded by more than 3 months, the Buyer accepts such signs of age as the contractual condition of the goods.

7.5. Insofar as the use of the delivered goods or the products resulting from the use of the goods are subject to statutory regulations (e.g. in the case of the use of the goods for cosmetic products, medical products, medicinal products, foodstuffs, or stimulants) and insofar as this is not expressly agreed otherwise, it is the responsibility of the Buyer to check whether the goods are suitable for this use and whether the products comply with the relevant statutory regulations.

8. Warranty for Defects, Compensation for Damages, Obligation to Give Notice of Defects

8.1. The goods must be examined by the Buyer immediately after delivery to the Buyer. The goods shall be deemed to have been approved by the Buyer with regard to obvious defects or other defects that would have been apparent during an inspection if we do not receive a written notice of defect immediately, at the latest, however, within 5 working days after delivery. With regard to other defects not apparent upon inspection, the goods shall be deemed to have been approved by the Buyer if we do not receive written notification of the defect without delay, at the latest, however, within 5 working days after discovery of the defect. If the Buyer fails to properly inspect the goods and/or give notice of defects, our liability for the defect that was not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.

8.2. Complaints and notices of defects made to third parties, e.g. commercial agents or carriers, do not constitute notifications of defects or notices of defects made to us in due form and time.

8.3. Claims for defects on the part of the Buyer are conditional upon the Buyer proving the existence of the cause of the defect already at the time of the transfer of risk.

8.4. The statutory provisions on supplier's redress pursuant to Sections 445a and 445b of the German Civil Code shall only apply if we are at fault.

8.5. The period for asserting warranty claims ("warranty period") is one year from the transfer of risk. The same applies to the period pursuant to Section 445b (1) of the German Civil Code. Section 445b (2) of the German Civil Code does not apply.

8.6. We shall not be responsible for defects that are due to the fact that we have used materials specified by the Buyer (such as cardboard, adhesives, paints, varnishes, or printing forms) or have followed the Buyer's work instructions. The same applies to defects based on the fact that the Buyer has specified to us the use of certain third-party services. In these cases, the Buyer must accordingly ensure that its specifications do not affect the flawlessness of the goods, unless the unsuitability of the specified materials, work instructions, or service providers was known to us and we have not disclosed this to

the Buyer.

8.7. We do not assume any responsibility for texts, illustrations, graphic representations, barcodes, etc. specified by the Buyer which we print on the folding boxes. In particular, the Buyer shall be responsible for ensuring that no third-party rights, such as industrial property rights or copyrights, or statutory or subordinate regulations are infringed thereby and shall indemnify us against third-party claims at our first request. In particular, we are also not liable for any advertising texts or other information provided by the Buyer that relate to the packaging material (such as statements on sustainability), and we are not obliged to check their accuracy. We also accept no responsibility if the Buyer continues to use information that we provide in connection with the sustainability of the packaging material (e.g. on carbon-neutrality, recyclability, etc.) in the advertising of its products to its customers. The Buyer bears the sole responsibility for checking whether the use of such advertising statements is also permissible in relation to its customers, because different target groups (e.g. companies, consumers) may perceive these statements differently and because clear legal requirements are still lacking in this area in some cases.

8.8. Any declarations of conformity, quality agreements, or specifications issued by us do not constitute guarantees and do not establish any strict liability. In particular, they do not release the Buyer from its obligation to check the goods for their suitability for the respective packaged goods before processing, also by carrying out appropriate analyses.

8.9. In the event of a timely and justified complaint about the goods, we shall be entitled, at our discretion, to take back the defective goods and replace them with goods in conformity with the contract or to repair the delivered goods, insofar as this is possible and can reasonably be expected of the Buyer.

8.10. If rectification or replacement delivery is not carried out within a reasonable period of time or if this fails, the Buyer is entitled, at his discretion, to withdraw from the contract or to demand a reduction of the purchase price (abatement). Withdrawal is excluded in the case of immaterial defects.

8.11. If the Buyer or one or more third parties raise a complaint about the delivered goods, we must be informed immediately. This also applies in the event of internal closures, in the event of recalls or public warnings with regard to the goods delivered by us.

9. Liability

9.1. Our liability for damages, irrespective of the legal grounds (including tortious claims), shall be governed by the statutory provisions insofar as the damage is due to intent, deceit, or gross negligence on our part, on the part of our representatives, or our vicarious agents. Liability for simple negligence is excluded unless there is a culpable breach of a material contractual obligation or we have assumed a guarantee or a procurement risk. The limitation of liability does not apply in cases of injury to life, body or health of a person. Liability based on the provisions of the German Product Liability Act shall also remain unaffected. An essential contractual obligation is an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the Buyer regularly relies and may rely.

- 9.2.** Buyer's claims for compensation are limited to typical, foreseeable damage. Unless otherwise agreed, the total remuneration (net) agreed in the respective individual contract shall be deemed to be the foreseeable, typically occurring damage and, in the case of continuing obligations or purchase or delivery contracts with longer terms, the total remuneration (net) paid annually. The limitation shall not apply to claims based on intentional, fraudulent or grossly negligent conduct by us, our legal representatives or vicarious agents. Furthermore, the limitation shall not apply to liability for damages arising from injury to life, body or health of a person, breach of a warranty, and in cases of liability under the provisions of the Product Liability Act.
- 9.3.** Insofar as the exclusions and limitations of liability apply, these shall apply to the same extent in favour of our executive bodies, legal representatives, employees, and vicarious agents.

10. Limitation Period

- 10.1.** The warranty period (including claims for damages) is one year from the transfer of risk. The same applies to the period pursuant to Section 445b (1) of the German Civil Code. Section 445b (2) of the German Civil Code does not apply.
- 10.2.** The above provision shall not apply to cases of business recourse if the last contract in the supply chain is a consumer goods purchase (Sections 478 German Civil Code) and to claims for damages arising from injury to life, body or health of a person. Furthermore, they do not apply in cases of intent, deceit, or gross negligence on our part, on the part of our legal representatives or vicarious agents.

11. Retention of Title

- 11.1.** The delivered goods shall remain our property as goods that are subject to retention of title until the purchase price has been paid in full and until all claims already existing as a result of the business relationship and the ancillary claims existing in close connection with the delivered goods (default interest, default damages, etc.) have been settled. The inclusion of individual claims in a running account or the balancing of the account and the recognition thereof shall not invalidate the retention of title.
- 11.2.** The Buyer shall be entitled to process the goods that are subject to retention of title in the ordinary course of business until such time as this right is revoked. If goods that are subject to retention of title are processed by the Buyer or by a third party commissioned by the Buyer to form a new movable item, the processing shall be carried out for us without us assuming any obligation as a result. The new item becomes our property. In the event of processing together with goods not supplied by us, we shall acquire co-ownership of the new item in proportion to the value of the goods that are subject to retention of title to the other goods at the time of processing. If goods that are subject to retention of title are combined, mixed or blended with goods not supplied by us in accordance with Sections 947 and 948 of the German Civil Code (BGB), we shall become co-owners in accordance with the statutory provisions. If the Buyer acquires sole ownership by combining, mixing or blending, it hereby assigns to us co-ownership in proportion to the value of the goods that are subject to retention of title to the other goods at the time of combining, mixing or blending. The item owned or co-owned by us

in this case shall also be deemed to be goods that are subject to retention of title within the meaning of the following provisions.

- 11.3.** For the duration of the retention of title, the buyer shall store the goods that are subject to retention of title free of charge with the diligence of a prudent businessman and insure them sufficiently at the Buyer's own expense. The Buyer has a duty to provide us with the relevant proof of insurance upon request and to assign the claims arising from the insurance contract to us by way of security.
- 11.4.** The Buyer is entitled to resell or use the goods that are subject to retention of title in the ordinary course of his business until such right is revoked. However, this shall only apply subject to the condition that the claims assigned in advance in accordance with clause 11.5 are actually transferred to us. The Buyer is not entitled to dispose of the goods that are subject to retention of title in any other way, in particular to pledge them or assign them as security.

If the Buyer is in default of payment, the Buyer shall only be entitled to resell the goods that are subject to retention of title if the Buyer instructs his buyer to pay the purchase price directly to us. If we only have co-ownership of the goods that are subject to retention of title, the Buyer must only instruct his buyer to pay the share of the purchase price directly to us which corresponds to the invoice value of the goods that are subject to retention of title that were delivered by us.

- 11.5.** The Buyer hereby assigns to us in advance all claims arising from resale of the goods that are subject to retention of title. We accept this assignment. If we only have co-ownership of the goods that are subject to retention of title, the advance assignment agreed in sentences 1 and 2 shall only apply to the amount of the invoice value of the goods that are subject to retention of title delivered by us.
- 11.6.** The Buyer remains entitled to collect the assigned claims until this right is revoked. Our authority to collect the claims ourselves shall remain unaffected. However, we shall not collect the claims as long as the buyer meets his payment obligations from the collected proceeds, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or the opening of such proceedings has been rejected for lack of assets. Upon request, the buyer shall name to us the debtors of the assigned claims, stating their address and notify them of the assignment. We are entitled to notify the debtors of the assignment ourselves.
- 11.7.** If we are entitled to withdraw from the contract due to breach of duty by the Buyer, in particular due to default in payment, the Buyer must return the goods delivered under retention of title to us immediately after we have declared our withdrawal and requested their return. The costs for the return shall be borne by the Buyer. In this case, we may also revoke the authorisation to resell the goods that are subject to retention of title, to process, mix or combine them and to collect the claims assigned as security. We shall also be entitled to these revocation options if the Buyer is threatened with insolvency, if he does not meet his payment obligations from the business relationship at the due date, if an application has been filed for the opening of insolvency proceedings against the assets of the Buyer, or if the opening of such proceedings has been rejected for lack of assets.

11.8. The goods that are subject to retention of title and the claims assigned as security may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Buyer must inform us immediately in writing of any compulsory execution measures by third parties against the goods that are subject to retention of title or the assigned claims, handing over all necessary documents, in particular, a copy of the compulsory execution protocol. At the same time, the Buyer shall send us an affidavit in which he declares that the goods subject to the compulsory execution measure are goods delivered by us and subject to our retention of title. The costs of our intervention against the compulsory execution measure shall be borne by the Buyer insofar as they are not reimbursed by the third party.

11.9. We undertake to release the securities to which we are entitled at the request of the Buyer insofar as the value of our securities exceeds the claims to be secured by more than 10%. The selection of the securities to be released is incumbent upon us. Upon settlement of all our claims against the Buyer, ownership of the goods that are subject to retention of title and the assigned claims shall pass to the Buyer.

12. Force majeure

We shall not be liable for the impossibility, delay, or quantitative impairment of the delivery insofar as this was caused by an event of force majeure or other events unforeseeable at the time of the conclusion of the contract for which we are not responsible. Events of force majeure and unforeseeable events within the meaning of the preceding sentence are, in particular, war, civil war, terrorist attacks, work disruptions, and work interruptions, impossibility, delays, or considerable economic difficulties (especially inflation) in the procurement of raw materials or in the procurement of energy or other means of production, delay in transport, strike, lockout, energy shortage (in particular due to a gas shortage), difficulties in obtaining official permits, official measures, pandemic or epidemics or non-delivery, incorrect delivery or late delivery by upstream suppliers for which we are not responsible. If we are unable to comply with delivery times or agreed delivery quantities due to such events, we shall inform the Buyer of this without delay. If such events are temporary, the delivery times shall be extended accordingly. If such events make it considerably more difficult or impossible for us to deliver and the hindrance is not only of a temporary nature, we shall be entitled to demand an adjustment of the contract or to withdraw from the contract in whole or in part; in the latter case, any payment already made or other consideration already provided shall be refunded to the Buyer without delay. In particular, we are also entitled to reduce agreed delivery quantities to a reasonable extent and until the end of the event.

13. Applicable Law and Place of Jurisdiction

13.1. These General Terms and Conditions of Sale and all legal relationships between the parties shall be governed by the law of the Federal Republic of Germany to the exclusion of private international law and the UN Convention on Contracts for the International Sale of Goods. This shall also apply in the case of cross-border deliveries.

13.2. The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is D-59757 Arnsberg, Germany, provided that the Buyer is a merchant, a legal entity under public law, or a special fund under public law.

For reasons of better readability, the simultaneous use of the language forms male, female, and diverse (m/f/d) is waived. All personal designations apply equally to all genders.