

General terms and conditions of PULSGETRIEBE Gear Systems GmbH

Stand: 08.05.2023

§ 1 Scope

- 1.1 Our general terms and conditions shall apply exclusively; we do not recognize any terms and conditions of the customer that conflict with or deviate from our general terms and conditions unless we have expressly agreed to their validity in writing. Our general terms and conditions shall also apply if we make a delivery to the customer without reservation in the knowledge of general terms and conditions of the customer that conflict with or deviate from our general terms and conditions.
- 1.2 Our general terms and conditions shall only apply to entrepreneurs within the meaning of § 310 BGB.
- 1.3 Our general terms and conditions shall apply in their respective version as a framework agreement also to all future transactions of the same kind with the customer without us having to refer to them again in each individual case; we shall inform the customer of any changes in this case at the latest upon conclusion of the respective contract.

§ 2 Offer - Prices – Estimate costs - Terms of payment

2.1 Our offers are subject to change without notice and are non-binding, unless a legally binding intention is expressly stated in the offer by way of exception. Any advice, drawings, calculations, drafts and notices provided by us are of a general nature only and therefore not binding, unless such information is expressly included in the contract. A contract shall only be concluded by our order confirmation and exclusively on the general terms and conditions confirmed by us in writing or by delivery.

2.2 Repairs / Overhauls / Assemblies

With regard to the commissioning and execution of repairs / overhauls and associated assembly work, the following shall apply.

2.2.1 As far as possible, the customer shall be given the estimated repair/assembly price when the contract is concluded, otherwise the customer may set cost limits. If the repair/assembly cannot be carried out at these costs or if the seller deems it necessary to carry out additional work during the repair/assembly, the customer's consent shall be obtained if the stated costs are exceeded by more than 15%. The services rendered for the purpose of submitting a cost estimate, as well as any further expenses incurred and to be substantiated (fault-finding time equal to working time), shall be invoiced to the customer if the repair cannot be carried out for reasons for which the seller is not responsible, in particular because:

- the defect complained of did not occur during the inspection,
- spare parts cannot be obtained,
- the customer has culpably missed an agreed appointment,
- the contract has been terminated during the performance.

The object of repair need only be restored to its original condition at the express request of the customer against reimbursement of the costs, unless the work carried out was not necessary. In the event that the repair cannot

be carried out, the seller shall not be liable for damage to the object to be repaired, breach of secondary contractual obligations and for damage that has not occurred to the object to be repaired itself, irrespective of the legal grounds on which the customer relies. The seller shall, however, be liable in the event of intent, gross negligence and culpable breach of material contractual obligations. In case of culpable violation of essential contractual obligations, the seller shall be liable - except in cases of intent and gross negligence - only for reasonably foreseeable damage typical for the contract.

- 2.2.2 If a cost estimate with binding price estimates is desired prior to the execution of the repair/assembly, this must be expressly requested by the customer. Such a cost estimate shall only be binding if it is submitted in writing. The services rendered for the submission of the cost estimate shall not be charged to customer insofar as they can be utilized in the execution of the repair.
- 2.3 The customer shall specify the required properties, in particular performance data and all other characteristics of the item. It is the customer's responsibility to specify the quality in such a way that the item is suitable for the use intended by the customer. We are in no case obliged to check the customer's specifications for feasibility or practicability, in whatever respect. The customer is responsible for the suitability of the materials specified by the customer.
- 2.4 Our prices are exclusive of statutory value added tax for delivery ex works ("ex works" = EXW, Incoterms 2020) and transfer, packaging and any transport insurance costs as well as the statutory value added tax for these items, unless otherwise stated.
- 2.5 Unless otherwise agreed in the order confirmation, the term of payment shall be 14 days net.
- Any agreed discount on new invoices shall be inadmissible insofar as older invoices due have not yet been settled. The date of payment shall be the date on which we can dispose of the value of the money received. If down payments or advance payments have been agreed, the statutory value added tax shall also be added to the down payment or advance payment amount.
- 2.6 For payments by SEPA direct debit, the customer must grant us a SEPA company mandate. The direct debit shall be collected 10 days after the invoice date. The period for the advance notice (PreNotification) is reduced to 1 day. The customer assures to provide for the coverage of the account. Costs incurred due to non-payment or reversal of the direct debit shall be borne by the customer as long as we are not responsible for the non-payment or reversal.
- 2.7 It may be agreed between the Parties that the customer shall open a documentary letter of credit through its bank (or any [other] bank acceptable to us). In this case, it is stipulated that the letter of credit shall be opened in accordance with the General Guidelines and Customs for Documentary Credits, 2007 Revision, ICC Publication No. 600 ("UCP").
- 2.8 Despite any provisions of the customer to the contrary, we shall be entitled to set off payments first against the customer's older debts, namely first against interest, then against costs and then against the oldest debt. All claims against the customer shall become due immediately if the terms of payment are not complied with or if we become aware of circumstances which, in our due commercial judgment, are likely to reduce the customer's creditworthiness. In this case we shall also be entitled, without prejudice to further statutory rights, to make outstanding deliveries only against securities or to withdraw from the contract after a reasonable period of grace or to claim damages for non-performance. We shall be

- entitled to set off our claims against claims of the customer, irrespective of the legal grounds, even if the claims are due at different times. Cheques shall only be accepted by us on account of performance. If we accept checks, the debt shall only be repaid upon their redemption.
- 2.9 We are entitled to assign claims against purchasers located in Germany and countries of the EU to abcfinance GmbH, Kamekestr. 2-8, 50672 Cologne, Germany, for refinancing purposes. The purchaser will be informed at the time of conclusion of the contract whether an assignment of the claim will take place. In these cases, payments with debt-discharging effect can only be made to abcfinance GmbH. The purchaser will be informed of the bank details of abcfinance GmbH upon conclusion of the contract.
- 2.10 Deliveries to companies unknown to us can be made against advance payment of the amount or cash on delivery as a consignment of value. Deterioration of the customer's solvency or non-compliance with agreed payment terms entitles us to demand immediate payment of the entire remaining debt.
- 2.11 The customer shall only be entitled to rights of set-off and retention if its counterclaims have been legally established, are undisputed or have been acknowledged by us or insofar as a counterperformance resulting from the contractual relationship is concerned, in particular in the case of a counterclaim which has arisen from a claim for performance in kind which entitles the customer to refuse performance. The customer shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.
- 2.12 Subsequent changes or additions to the order or the essential results of the order shall be recorded in writing and confirmed by both parties. If this also results in changes to costs or deadlines, we shall send the customer an amended order confirmation within 10 working days stating the change to the costs or deadlines. If the customer does not reject the change within a further 10 working days, the change requested by the customer and the changes to the cost and deadline regulations notified by us for this purpose shall be deemed to have been agreed. In cases where we provide services for which no fixed price has been agreed, the price shall be determined by us using our standard billing rates in effect at the time the services are provided. Furthermore, we may charge all costs incurred, including a reasonable additional price. Upon request, we will document the additional price.
- 2.13 In the event of non-acceptance of ordered goods, we reserve the right to charge cancellation fees in the amount of the damage incurred by us.

§ 3 Delivery and execution

- 3.1 Compliance with all of our delivery and performance obligations shall be conditional upon the timely and proper fulfillment of the customer's obligations and the clarification of all technical issues. Delivery times and delivery dates are only approximate unless we have expressly designated times or dates as binding in writing. Delivery periods begin with the receipt of our order confirmation. In the case of orders for which advance payment has been agreed, the delivery period shall commence on the day on which the advance payment amount to be settled by the customer is received in our account.
- 3.2 The place of performance shall be Karlsruhe, Germany. The shipment of the delivery item shall be at the risk and for the account of the customer. If the customer so desires, we will cover the delivery with transport insurance. The costs incurred in this respect shall be borne by the customer.

- 3.3 Partial deliveries are permissible if:
- the partial delivery is usable for the customer within the scope of the contractual purpose,
 - the delivery of the remaining ordered delivery item is ensured and
 - the customer does not incur any significant additional expenses or costs as a result (unless we agree to bear these costs).
- 3.4 Customary deviations of the delivery item from order confirmations, offers, samples, brochures, data sheets, sample and preliminary deliveries are permissible in accordance with the respective valid DIN/EN standards or other relevant technical standards.
- 3.5 Delivery items from properly made deliveries can only be returned if we approve the return. In this case, the customer shall bear the costs of the return shipment.
- 3.6 Provided parts are to be sent free to our plant 76227 Karlsruhe, Am Heegwald 18. A dispatch note shall be sent to us stating the order number. The material of the parts shall be notified to us. It must ensure the best possible processing. Pre-machined parts are to be delivered running true to size and free of impact. Parts to be broached must not be finish machined and must have allowance for returning. If these conditions are not fulfilled, we are entitled to claim the costs for additional work as well as replacement for prematurely worn or damaged tools or to withdraw from the contract, in which case the customer must pay the part of the price corresponding to the part of the work performed as well as the aforementioned claims. Only wheel bodies sent in for toothing will be deburred only if this has been expressly agreed. Any waste produced during processing shall become our property without compensation.
- 3.7 Force majeure, official requirements and other circumstances for which we are not responsible, in particular traffic and operational disruptions, labor disputes, material shortages, fire damage, war or states of emergency shall release us from the obligation to deliver and perform for the duration of their effects. We shall be entitled to withdraw from the contract if we can no longer reasonably be expected to fulfill the contract for the reasons stated above. Unreasonableness shall not exist if the impediment to performance resulting from the aforementioned reasons is foreseeably only of a temporary nature. Compensation for damages against us shall be excluded in such cases.
- 3.7.1 We shall be liable in accordance with the statutory provisions in the event of impossibility as well as delay in performance, insofar as this is due to intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. However, in cases of gross negligence, our liability shall be limited to the foreseeable damage typical for the contract.
- 3.7.2 In cases of slight negligence, our liability for damages due to impossibility and for reimbursement of futile expenses shall also be limited to the foreseeable damage typical for the contract. Further claims of the customer due to impossibility of performance are excluded. The customer's right to withdraw from the contract shall remain unaffected.
- 3.7.3 In the event of slight negligence, our liability for damages in addition to performance shall be limited to 0.5% per week up to a maximum of 5% and for damages in lieu of performance to a total of 5% of the value of the performance. Further claims of the customer due to delay in performance shall be excluded - even after expiry of a deadline set by us for performance. These provisions shall also apply to the reimbursement of futile expenses.

3.7.4 The limitations of this Clause 3.6 shall not apply in the event of liability for injury to life, body or health or for breach of essential contractual obligations. Material contractual obligations are those whose fulfillment characterizes the contract and on which the customer may rely. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

§ 4 Price adjustment and self-supply reservation

- 4.1 The contractually agreed price is subject to change. In the case of delivery, we shall be entitled to a proportionate increase in the agreed price if the costs of raw materials, energy, wages and salaries, customs duties, levies, etc. have increased by more than 10% between the placing of the order and delivery through no fault of our own (e.g. due to the Corona pandemic) have increased by more than 10% and as a result the production of the delivery item becomes more expensive for the customer. The customer shall be notified of a price increase at least 6 weeks prior to delivery; the customer may object to the price increase within 10 days after receipt of the notification. In the event of an objection, we shall have the choice between withdrawal from the contract or delivery at the originally agreed price. We must notify the customer of the decision without delay. If we declare our withdrawal from the contract, further claims of the customer shall be excluded.
- 4.2 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the customer of this without delay and at the same time notify the customer of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the customer. A case of non-availability of the performance in this sense shall be deemed to be, in particular, the failure of our supplier to deliver on time if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault or we are not obliged to procure in the individual case.

§ 5 Due date - Interest - Consequences of default

- 5.1 In the event of payment after expiry of the agreed payment period of 30 days, interest on arrears shall be payable to us at the rate provided for by law.
- 5.2 As long as the customer is in default of payment, we shall not be obliged to make further deliveries, irrespective of the legal grounds on which our obligation to deliver is based.
- 5.3 If the financial situation of the customer deteriorates significantly, in particular if insolvency proceedings are applied for, we may demand cash payment or other security for outstanding deliveries before delivery of the delivery item, with the payment term being cancelled.
- 5.4 If we have agreed with the customer on installment payments and/or payments on account, the following shall also apply: If the customer is in arrears with the payment of an installment or a progress payment in whole or in part for more than three days, the outstanding balance shall become due immediately and in full at one time.
- 5.5 If shipment is delayed through the fault or at the request of the customer, or if the customer is in default of acceptance on the due date, the customer must still pay the purchase price. In such cases, we shall store the delivery item beginning 14 days after notification of readiness for shipment at the risk and expense of the customer.

- 5.6 If security for the payment of the purchase price has been provided by a bank or other third party and the delivery of the delivery item cannot be made in this respect due to circumstances for which we are not responsible, we shall also be entitled to claim the total outstanding remaining purchase price from the bank or other third party against presentation of proof that the delivery item has been placed in storage. Such storage shall be at the expense and risk of the customer. The date on which the delivery item is placed in storage by us shall be deemed to be the delivery date. All delivery documents and other documents which must be handed over by us in order to receive payment from a bank or other third party shall be handed over to us immediately by the issuer of such documents.

§ 6 Reservation of ownership

- 6.1 We retain title to the delivery item until all claims against the customer to which we are entitled under the business relationship have been satisfied. In the event of conduct by the customer in breach of contract, in particular in the event of default in payment, we shall be entitled to withdraw from the contract after the unsuccessful expiry of a reasonable grace period. After any withdrawal from the contract, we shall have the right to demand the return of the delivery item, to sell it elsewhere or otherwise dispose of it.
- 6.2 The customer shall be obliged to treat the delivery item with care; in particular, the customer shall be obliged to insure it adequately at its own expense against damage by fire, water and theft at the replacement value. If maintenance and inspection work is required, the customer must carry this out in good time at its own expense.
- 6.3 Despite the reservation of title, the customer shall already be entitled to resell the delivery item in the normal course of business. The customer hereby assigns to us the customer's claims arising from the resale of the delivery item in the amount of the final invoice amount agreed with us (including value added tax). This assignment shall apply regardless of whether the delivery item has been resold without or after processing. The customer shall remain authorized to collect the claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected. However, we shall not collect the claim as long as the customer meets its payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended.
- 6.4 In the event of seizures or other interventions by third parties, the customer shall notify us in writing without undue delay so that we can bring an action pursuant to § 771 of the German Code of Civil Procedure (ZPO). If the action pursuant to § 771 ZPO was successful and if execution was unsuccessfully sought from the third party to cover the judicial and extrajudicial costs of such action, the customer shall be liable for the loss incurred by us.
- 6.5 The processing or transformation of the delivery item by the customer shall always be carried out for us. If the delivery item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the delivery item (final invoice amount including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the delivery item delivered under reservation of title.
- 6.6 If the delivery item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the delivery item (final invoice amount including VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer transfers

co-ownership to us on a pro rata basis. The customer shall hold the sole ownership or co-ownership thus created in safe custody for us.

- 6.7 The customer also assigns to us the claims to secure our claims against him which arise against a third party through the connection of the delivery item with a property.
- 6.8 We undertake to release the securities to which we are entitled at the customer's request to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%. The selection of the securities to be released shall be incumbent upon us.

§ 7 Warranty

- 7.1 Claims for defects by the customer shall be subject to the condition that the customer has duly complied with its obligations to inspect the goods and to give notice of defects pursuant to Section 377 of the German Commercial Code (HGB).
- 7.2 Claims for defects shall become statute-barred 12 months after delivery of the goods.
- 7.3 For parts replaced or repaired within the aforementioned warranty period, the warranty period shall start anew and shall last 6 months from the date of replacement, completion of the repair or from the date of acceptance, but at least until the expiry of the original warranty period. In the case of overhauls or repairs, we grant a warranty of 6 months on the work carried out. We grant a warranty of 12 months on replacement gear units.
- 7.4 Weights, dimensions, performance data, yields and other data stated in sales brochures, advertisements and comparable documents are to be regarded as indications only. The same shall apply to test products or demonstration products presented or made available.
- 7.5 Insofar as there is a defect in the delivery item for which we are responsible, we shall be entitled, at our discretion, to subsequent performance in the form of rectification of the defect or delivery of a new item free of defects. In the event of rectification of the defect, we shall be obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the delivery item was taken to a place other than the place of performance. In the case of foreign transactions, the following shall also apply: In the event of disproportionate effort and disproportionate costs which would be incurred if we were to rectify the defect ourselves, we may in such cases require the customer to carry out the necessary repairs himself or have them carried out. We shall then reimburse the customer for the costs incurred in carrying out the necessary rectification work.
- 7.6 If the supplementary performance fails, which is to be assumed at the earliest after the 2nd attempt at rectification or supplementary performance, the customer shall be entitled to demand rescission or reduction at its discretion. Unless otherwise stated below (Sections 7.7, 7.8 and 7.9), any further claims of the customer - irrespective of the legal grounds - shall be excluded. We shall therefore not be liable for any damage that has not occurred to the delivery item itself; in particular, we shall not be liable for loss of production, interruption of operations, the costs of any recall action, loss of profit or any other financial loss suffered by the customer.
- 7.7 We shall be liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of intentional breach of contract, the liability for damages shall, however, be limited to the foreseeable, typically occurring damage.

- 7.8 We shall be liable in accordance with the statutory provisions if we culpably breach an essential contractual obligation; essential contractual obligations are those whose fulfillment characterizes the contract and on which the customer may rely. In this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- 7.9 Liability for culpable injury to life, limb or health shall remain unaffected; this shall also apply to mandatory liability under the Product Liability Act and in tort.

§ 8 Liability for defects in the processing of returned parts

- 8.1 In the processing of parts sent in - machining, heat treatment, grinding, etc. - we shall not be liable for defects resulting from the behavior of the material. If parts sent in become unusable due to material defects or other defects during processing, the processing costs shall nevertheless be paid.
- 8.2 If workpieces become unusable due to intentional or grossly negligent conduct on our part or on the part of our vicarious agents, we shall replace the unusable workpieces at our expense and/or make a subsequent attempt at improvement. If this fails again, the customer shall be entitled to withdraw from the contract. In the event of merely negligent conduct on our part or on the part of our vicarious agents, we shall assume the processing of similar replacement parts.

§ 9 Intellectual property rights and industrial property rights, confidentiality

- 9.1 All intellectual property rights and industrial property rights relating to the products supplied by us, including the software used by our products ex works, such as patents, utility models, design patents, copyrights and labeling rights, shall remain with us. The customer shall inform us if he becomes aware of any infringement of our intellectual property rights or our industrial property rights.
- 9.2 We warrant in accordance with § 9 that our products, including the software used by our products ex works, do not infringe any intellectual property rights or industrial property rights of third parties. Each contracting party shall be obliged to notify the other contracting party in writing without undue delay if third parties assert claims against it for the infringement of such rights.
- 9.3 If the subject matter of the contract infringes the intellectual property right and/or an industrial property right of a third party, we shall, at our discretion and at our expense, modify or replace the subject matter of the contract in such a way that it no longer infringes any rights of third parties but still fulfills the contractually agreed functions, or procure the right of use for the customer by concluding a license agreement. If we do not succeed in doing so within a reasonable period of time, the customer shall be entitled to withdraw from the contract or to reduce the purchase price by a reasonable amount. Any claims for damages by the customer shall be subject to the limitations of § 7.6 of these general terms and conditions.
- 9.4 If intellectual property rights and/or industrial property rights of a third party are infringed by products of other manufacturers delivered by us, we shall, at our option, assert our claims against the other manufacturer for the account of the customer or assign them to the customer. Claims against us shall only exist in accordance with § 9 if the legal enforcement of the aforementioned claims against the other manufacturer was unsuccessful or is futile, for example due to insolvency of the other manufacturer.
- 9.5 All information and documents supplied by us to the customer shall remain our property, may not be copied by the customer, may not be disclosed to third parties and may only be used for the agreed purposes. Drawings and other documents pertaining to offers shall be returned to us upon request.

- 9.6 Insofar as we have delivered products according to drawings, models, samples or other documents provided by the customer, the customer shall guarantee that the property rights of third parties are not infringed. If third parties prohibit us in particular from manufacturing and supplying such products by invoking property rights, we shall be entitled - without being obliged to examine the legal situation - to cease any further activity in this respect and to claim damages if the customer is at fault. The customer also undertakes to indemnify us immediately against all claims of third parties in connection therewith.
- 9.7 The customer undertakes not to observe, examine, dismantle or test our products and their components in order to obtain our trade secrets. This shall not apply if we have made the products publicly available.

§ 10 Exclusion of any further liability

- 10.1 Any further liability for damages than provided for in detail in the above terms and conditions shall be excluded - regardless of the legal nature of the asserted claim. This shall apply in particular to claims for damages arising from culpa in contrahendo, from other breaches of duty or from tortious claims for compensation for property damage pursuant to Section 823 of the German Civil Code (BGB). In the event of a claim for damages arising from culpa in contrahendo, the aforementioned exclusion of liability shall be equivalent to a subsequent waiver of liability as a result of the claim already having arisen at the time of conclusion of the contract. In addition, we shall not be liable if the customer is held liable under the provisions of industrial property law.
- 10.2 The limitation pursuant to Clause 12 shall also apply insofar as the customer demands reimbursement of useless expenses instead of a claim for damages in lieu of performance.
- 10.3 Insofar as liability for damages against us is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees and workers, employee representatives and vicarious agents.

§ 11 Secondary obligation of the customer

When installing a gearbox, it must be ensured that in the event of a gearbox failure, there will be no harm to people, only operational downtime.

§ 12 Limitation

Claims of the customer against us - irrespective of the legal grounds - shall become statute-barred one year after they have arisen. This shall not apply in the cases of §§ 438 para. 1 no. 2 and 634a para. 1 no. 2 BGB. This shall also not apply in the case of intent or fraudulent concealment of a defect or insofar as we have assumed a guarantee. Furthermore, this limitation period shall not apply to claims for damages in cases of injury to life, limb or health or freedom, in the case of claims under the Product Liability Act and in the case of a grossly negligent breach of duty or the breach of essential contractual obligations. Material contractual obligations are those whose fulfillment characterizes the contract and on which the customer may rely. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

§ 13 Other provisions

- 13.1 The place of jurisdiction is 76227 Karlsruhe, Federal Republic of Germany. We shall also have the right to bring an action at the court having jurisdiction for the customer or at any other court which may have jurisdiction under national or international law.

-
- 13.2 The place of performance shall also be 76227 Karlsruhe, Federal Republic of Germany.
 - 13.3 The customer agrees that we store data in accordance with the Federal Data Protection Act.
 - 13.4 The customer shall not be permitted to transfer any warranty rights and other rights granted to him under the contractual relationship with us unless we have consented to such transfer in writing.
 - 13.5 Should one or more parts of our general terms and conditions be invalid or become invalid due to case law or legislation, this shall not affect the validity of the remaining parts of our general terms and conditions.
 - 13.6 Written form
Insofar as these general terms and conditions require written declarations, fax, EDP printouts or electronic declarations shall also be sufficient for this form within the scope of customary practice.
 - 13.7 If the customer sells the Products to third parties or exports them, the customer undertakes to comply at all times with the import and export laws applicable to sales of this kind.
 - 13.8 The law of the Federal Republic of Germany shall apply to the exclusion of the reference norms of German international private law and the UN Convention on Contracts for the International Sale of Goods.
 - 13.9 In case of doubt, our German version applies.