

# **General Terms and Conditions of Sale and Delivery of Linotech GmbH & Co. KG**

## **I. Scope of application/General**

1. All deliveries and the associated services are provided exclusively on the basis of these General Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTC"). References by the customer to its own terms and conditions are hereby rejected. Linotech GmbH & Co KG (hereinafter referred to as "LINOTECH") does not recognise any terms and conditions of the customer that conflict with or deviate from these GTC; such terms and conditions shall not become part of the contract. These GTC shall also apply if LINOTECH carries out the delivery to the Customer without reservation in the knowledge of conflicting or deviating conditions of the customer.
2. These GTC shall also apply to all future transactions, even if they are not expressly agreed again. Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these GTC. Subject to proof to the contrary, a written contract or written confirmation from LINOTECH is decisive for the content of such agreements.
3. LINOTECH's offer is expressly not aimed at consumers, but exclusively at entrepreneurs within the meaning of Section 310 (1) in conjunction with Section 14 of the German Civil Code (hereinafter referred to as the "Civil Code"); entrepreneurs in this sense are natural or legal persons or partnerships with legal capacity with whom a business relationship is entered into and who act in the exercise of a commercial or independent professional activity. These GTC therefore only apply to entrepreneurs, legal entities under public law and special funds under public law within the meaning of Section 310 (1) of the German Civil Code.

## **II. Conclusion of contract**

1. All offers from LINOTECH, whether submitted verbally, in writing or by e-mail, are non-binding and do not oblige LINOTECH to deliver. They are to be understood as an invitation to the Customer to make a contractual offer to LINOTECH.
2. The order of the goods by the customer is considered a binding contractual offer to LINOTECH. Unless otherwise stated in the customer's order, LINOTECH is entitled to accept this contractual offer within two weeks of receipt by LINOTECH. The acceptance can be declared either by sending the order confirmation (in writing or by e-mail) by LINOTECH or by delivering the goods to the customer. If LINOTECH's order confirmation deviates from the order, it is considered a new non-binding offer.
3. The order confirmation from LINOTECH is exclusively authoritative for the scope of the contractually owed service and delivery times or deadlines.
4. LINOTECH reserves the sole ownership and copyright to all documents belonging to offers and order confirmations of LINOTECH. These documents may not be made accessible to third parties without the prior consent of LINOTECH. If the order does not materialise, they must be returned to LINOTECH upon request.

## **III. Prices and invoicing**

1. The prices result from the order confirmation. Unless expressly stated otherwise in LINOTECH's order confirmation, they are ex works, in euros (€), excluding costs for

packaging, shipping and transport and excluding statutory VAT and, in the case of export deliveries, excluding customs duties, fees and other public charges.

2. The prices agreed upon conclusion of the contract are based on the cost factors valid at that time. Should these cost factors change between the conclusion of the contract and the agreed delivery/service time, in particular with regard to material, wages, energy, duties, freight costs, etc., LINOTECH is entitled to make a corresponding price adjustment. LINOTECH will take into account increased and decreased costs overall and announce the price adjustment to the customer in text form. As soon as the fee increases by more than 10%, the customer is entitled to withdraw from the contract with a notice period of two weeks after receipt of the adjustment notification, but no later than the start of the contractually agreed service provision by LINOTECH.
3. VAT shall be invoiced in accordance with the statutory provisions. Any increases in the VAT rate between order and delivery shall be borne by the customer.
4. If LINOTECH takes into account the Customer's change requests, which the Customer communicates after conclusion of the contract, LINOTECH is entitled to charge the customer for the additional costs incurred.
5. In the event of deviations in weight and/or quantity for which neither LINOTECH nor the customer is responsible, the dispatch weight or the filling quantity determined in our factory shall be decisive.

#### **IV. Payment**

1. Unless otherwise agreed, the purchase price is due upon delivery of the goods and payable without deduction, at the latest within 14 days of invoicing. However, LINOTECH is entitled at any time, even in the context of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. LINOTECH declares a corresponding reservation at the latest with the order confirmation.
2. Reasonable part payments shall be made for part deliveries in proportion to the total delivery. The provision in clause 1 above shall apply accordingly.
3. The invoice amount is to be paid on the due date without deduction. In addition to an express individual contractual agreement, the granting of discounts is subject to the further condition that all previous invoices have been settled by then.
4. Payments are only deemed to have been made on time if LINOTECH can dispose of the money with value date on the due date on the account specified by LINOTECH. Non-payment by the due date constitutes a material breach of contractual obligations. If a payment deadline is exceeded, LINOTECH is entitled to charge default interest at the applicable statutory default interest rate for the period of default. LINOTECH reserves the right to claim further damages caused by default.
5. The non-payment of due invoices or other circumstances which indicate a significant deterioration of the customer's financial situation after the conclusion of the contract shall entitle LINOTECH to demand immediate payment of all claims of LINOTECH which are based on the same legal relationship. If the customer fails to pay in these cases despite a corresponding request, LINOTECH shall be entitled to demand payment,
  - a) to refuse all services incumbent on LINOTECH from the business relationship or to render them only against advance payment,
  - b) to withdraw from all contracts and to claim damages for non-performance,

- c) to assert the agreed retention of title and to take possession of the delivered goods (cf. Section XI.);
  - d) to demand securities in accordance with clause V. and to realise securities provided.
- 6. The customer shall only be entitled to rights of retention or the right of set-off insofar as his counterclaims are undisputed or have been recognised by declaratory judgement. Rights of retention can only be asserted if they are based on the same contractual relationship. Rights of retention due to defects may only be asserted under the above conditions in reasonable proportion to the defects that have occurred.

## **V. Collateral**

In case of justified doubts about the customer's ability to pay, in particular in case of default of payment, LINOTECH is entitled to revoke granted payment terms and to make further deliveries dependent on the provision of other securities. Further claims of LINOTECH remain unaffected.

## **VI. Delivery provision**

Delivery shall be made in accordance with the trade term stipulated in the individual contract in accordance with the order confirmation, for the interpretation of which the INCOTERMS in the version valid at the time of conclusion of the contract shall apply. Unless expressly agreed otherwise, deliveries shall be made ex warehouse in Forst or another designated warehouse (EXW), which shall also be the place of fulfilment for the delivery and any subsequent performance. At the request and expense of the customer, the goods will be dispatched to another destination (sale to destination). Unless otherwise agreed, LINOTECH is entitled to determine the type of dispatch (in particular transport company, dispatch route, packaging) itself.

## **VII. Shipping, transfer of risk**

- 1. The customer must immediately take delivery of goods reported ready for dispatch ex works. Otherwise, LINOTECH is entitled to dispatch or store the goods at its own discretion at the expense and risk of the customer. The goods may be invoiced one week after the start of storage.
- 2. The following applies to the transfer of risk of accidental destruction, loss or damage to the goods:
  - a) In the case of delivery ex works, the risk shall pass upon notification of readiness for dispatch.
  - b) In the case of sale by despatch, the risk shall pass at the latest at the time when the goods are handed over by LINOTECH to the forwarding agent, the carrier or the person otherwise designated to carry out the despatch.
  - c) If free delivery has been agreed, the risk shall pass upon arrival of the vehicle at the delivery address at ground level or at the place that can reasonably be reached by the vehicle. The customer is obliged, insofar as this is technically possible, to provide the equipment or employees required for unloading.
- 3. Additional costs caused by special shipping requests of the customer shall be borne by the customer. The customer shall be responsible for taking out transport and other insurance at his own expense.

## **VIII. Delivery periods, force majeure and other hindrances**

1. Delivery periods/delivery times result from the agreements of the contracting parties, the order confirmation of LINOTECH is decisive. Delivery dates and fixed dates specified by the customer are non-binding if they have not been expressly confirmed in writing by LINOTECH. Compliance with binding delivery periods/delivery times by LINOTECH requires that all commercial and technical issues (including the procurement of necessary materials) have been clarified between the contracting parties. If this is not the case, the delivery time/delivery period shall be extended accordingly. This does not apply if LINOTECH is responsible for the delay.
2. The prerequisite for compliance with a binding delivery time/delivery period is also the timely fulfilment of the contractual and ancillary obligations assumed by the customer, in particular the performance of the agreed payments, the provision of agreed securities, if applicable, the provision of material and formulations. If the customer does not fulfil these obligations in time, LINOTECH is entitled - without prejudice to the rights arising from default - to extend or postpone delivery periods/delivery dates appropriately according to the needs of the production process.
3. Compliance with delivery times/delivery periods is subject to correct and timely delivery to LINOTECH by its presuppliers. LINOTECH does not assume any procurement risk. If LINOTECH is unable to meet binding delivery periods/delivery times for reasons for which LINOTECH is not responsible (non-availability of the service), LINOTECH shall inform the customer of this immediately and at the same time inform the Customer of the expected new delivery period/delivery time. If the service is also not available within the new delivery period/delivery time, LINOTECH shall be entitled to withdraw from the contract in whole or in part; LINOTECH shall immediately reimburse any consideration already paid by the customer.
4. All events and circumstances whose occurrence is beyond the reasonable control of LINOTECH, which are not reasonably foreseeable at the time of conclusion of the contract and whose effects cannot be reasonably avoided, shall release LINOTECH from its contractual obligations for the duration of the disruption and a reasonable start-up period to the extent of their effects. Delivery and performance deadlines shall be extended accordingly. This also applies to the customer's payment and counter-performance obligations. LINOTECH will inform the customer immediately about such events or circumstances. In such cases, LINOTECH is not obliged to place a replacement order or otherwise provide a replacement for the service. The above shall also apply if the events and circumstances make the execution of the affected transaction uneconomical for LINOTECH in the long term or if they exist at LINOTECH's suppliers.

In the absence of proof to the contrary, the following events or circumstances shall be presumed to be an event or circumstance within the meaning of this Section VIII. Paragraph 4: (i) war (declared or undeclared), hostilities, aggression, acts of foreign enemies, large-scale military mobilisation; (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, (partial) embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalisation; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged breakdown of means of transport, telecommunications, information systems or energy supply; (vii) general industrial unrest such as boycott, strike and lockout, slowdown strike, occupation of factories and buildings.

5. If the events or circumstances within the meaning of Section VIII. paragraph 4 last longer than 3 months or if in individual cases it is not reasonable for one of the parties to adhere to the contract even before the expiry of this period, taking into account the

mutual interests, both the customer and LINOTECH are entitled to withdraw from the contract with regard to the delivery quantity or (partial) service affected by the disruption, excluding claims for damages. A right to withdraw from the entire contract only exists if LINOTECH is responsible for the impediment to performance and the customer has no interest in the partial performance rendered. LINOTECH will inform the customer immediately about such events or circumstances.

6. In addition, in the event of a delay for which we are responsible, the customer is only entitled to assert the rights under §§ 281, 323 of the German Civil Code if a reasonable grace period set by him after the due date has expired without result. If LINOTECH has dispatched the goods to the customer during this period and has provided proof of dispatch, the customer is not entitled to assert rights arising from default. If partial deliveries have been made, the customer may no longer withdraw from the entire contract or claim damages instead of the entire service due to these partial deliveries, unless the customer has no interest in the partial service rendered.

#### **IX. Technical advice, protection of intellectual property**

1. As far as LINOTECH provides consulting services, this is done to the best of its knowledge. All details and information about the suitability and application of the delivered goods are non-binding and do not exempt the customer from carrying out its own tests and trials.
2. LINOTECH reserves the right of ownership or copyright for all consulting services, offers, information, recommendations and documents (in particular illustrations, drawings, calculations, brochures, catalogues, etc.) provided within the scope of the order. This also applies to such written documents that are labelled as "confidential". The customer recognises the exclusive rights of LINOTECH, even if these are not protected by copyright, trademark or competition law.
3. The customer is not authorised to disclose to third parties in whole or in part. The prohibition of disclosure shall not apply
  - a) to lawyers, tax consultants and auditors of the customer if they advise the customer in connection with our performance,
  - b) to the extent that the customer is obliged to disclose such information by law (in this case, the customer must inform LINOTECH immediately, to the extent permissible) and
  - c) to other persons or companies (including companies affiliated with the customer), if and to the extent that LINOTECH has given its prior written consent.
4. The products offered by LINOTECH, the underlying know-how and intellectual property are subject to legal protection. With the exception of standardised tests for general quality assurance, reverse engineering, disassembly, reproduction or modification of the products and/or formulations supplied by LINOTECH are strictly prohibited.

#### **X. Product properties, quantities, samples and specimens, proper storage**

1. The quality of the goods shall only be the quality expressly agreed in the contract or described in the product descriptions, specifications and labelling of LINOTECH. Public statements, promotions or advertising statements of LINOTECH are neither quality specifications nor a use assumed according to the contract.
2. Deviations from bindingly agreed product specifications are permitted, provided that they are only to the extent customary in the industry, are necessary due to circumstances unforeseeable for LINOTECH and are not unreasonable for the customer after weighing up the mutual interests.

3. In the case of customised products or customer-specific productions (subcontracted compounding), where the production of a specific quantity can only be calculated approximately, over- and under-deliveries of up to 10% of the order quantity are permitted and are deemed to be in accordance with the contract, i.e. in these cases LINOTECH is entitled to deliver 10% more or less than the originally agreed quantity and the customer is obliged to accept and pay for the excess or short delivery.
4. Characteristics of samples or specimens shall only be binding if they have been expressly agreed as characteristics of the goods. Quality and durability specifications and other information shall only be binding if they have been expressly agreed and designated as such.
5. Otherwise, the goods are in conformity with the contract if they do not deviate or deviate only insignificantly from the agreed specification at the time of the transfer of risk. Only the quality and quantity requirements specified in the order confirmation shall be decisive for the freedom from defects and the conformity of the goods with the contractual requirements. A warranty for a specific purpose or a specific suitability of the goods is only assumed by LINOTECH if and to the extent that this is expressly stated in the order confirmation or agreed in writing; otherwise the risk of suitability and use lies exclusively with the Customer.
6. Contractually agreed specifications, properties and intended use do not constitute a guarantee within the meaning of Section 443 of the German Civil Code. The assumption of such a guarantee requires a written agreement.
7. Unless otherwise stated, the maximum storage period for the delivered material is 12 (twelve) months after leaving LINOTECH's warehouse, provided that the product is stored in its original packaging, dry (maximum 70% relative humidity) and dark (not exposed to direct sunlight) at a temperature of 5°C to a maximum of 30°C (ambient temperature). Please note that water condensation may form after the packaged material has cooled down considerably (e.g. during transport). Before processing, it should be ensured that there is no condensation on the unpacked material. The customer must always observe the instructions in the technical data sheets.
8. LINOTECH assumes no liability or warranty in the event that the customer supplements the material supplied by LINOTECH with additives or otherwise modifies it. This is exclusively at the customer's own risk. It is the sole responsibility of the customer to ensure the safety, technical and commercial usability of the modified material through its own tests and analyses and, if necessary, third-party certifications.

#### **XI. Retention of title**

1. LINOTECH retains title to the delivery items until the purchase price has been paid in full.
2. The delivered goods remain the property of LINOTECH until all claims arising from the current business relationship with the customer have been fulfilled.
3. The retention of title shall remain in force even if individual claims of LINOTECH are included in current invoices and the balance has been struck and recognised.
4. LINOTECH is entitled to demand the return of the goods from the customer on the basis of the retention of title even if it has not yet withdrawn from the contract. The customer shall process or mix the goods on behalf of LINOTECH without any liability arising for LINOTECH. In the event that the customer processes the goods delivered

by LINOTECH, LINOTECH shall be deemed the manufacturer and shall acquire direct ownership of the newly created goods. In the event of processing, combining or mixing with other items owned by third parties, the customer hereby transfers co-ownership of the new item to LINOTECH in the ratio of the value of the goods subject to retention of title to the other processed items, with the proviso that the customer shall store the new item in the sole ownership or co-ownership of LINOTECH for LINOTECH free of charge.

5. The customer is authorised to dispose of the goods subject to retention of title in the ordinary course of business and to collect the claims assigned to LINOTECH. These rights expire as soon as the customer fails to fulfil its obligations arising from the business relationship with LINOTECH in a timely manner, suspends payment and/or suffers financial collapse. If these conditions occur, LINOTECH is entitled to demand the immediate provisional surrender of all goods subject to retention of title at the expense of the customer, excluding the right of retention, without setting a grace period or exercising cancellation.
6. Claims from the sale of goods to which LINOTECH's ownership rights exist, the customer hereby assigns in advance to LINOTECH as security to the extent of LINOTECH's ownership share in the goods sold. LINOTECH accepts the assignment. If LINOTECH has acquired co-ownership in the event of processing, combining or mixing, the assignment shall be made in the ratio of the value of the goods delivered by LINOTECH under retention of title to the value of the goods owned by third parties under retention of title. The customer assigns recognised balance claims from current account arrangements to LINOTECH already at the time of the conclusion of the contract with LINOTECH in the amount of LINOTECH's then outstanding claims. LINOTECH accepts the assignment.
7. At LINOTECH's request, the customer shall provide all necessary information about the inventory of the goods owned by LINOTECH and about the claims assigned to LINOTECH and shall inform its customers of the assignment.
8. The customer is obliged to store the goods subject to retention of title carefully at his own expense and to insure them against loss and damage. He hereby assigns his claims from the insurance contracts in advance to LINOTECH accepting this.
9. In the event of access by third parties to the goods subject to retention of title, the customer shall point out the (co-)ownership of LINOTECH. The customer is obliged to inform LINOTECH immediately of any access by third parties to the goods subject to retention of title, for example in the event of seizure, as well as any damage to or destruction of the goods subject to retention of title. If the third party is not in a position to reimburse LINOTECH for the judicial and extrajudicial costs of a suit pursuant to Section 771 of the German Code of Civil Procedure, the customer shall be liable for the loss incurred by LINOTECH in this respect. The customer shall immediately notify LINOTECH of any change of ownership of the goods subject to retention of title as well as any change of its own registered office.
10. If the value of the securities exceeds the secured claims by more than 20% in total, LINOTECH is obliged to release securities of its choice at the customer's request.
11. Insofar as the effectiveness of the retention of title requires the co-operation of the customer (e.g. registration), the customer shall take the actions necessary to establish and maintain the rights of LINOTECH.
12. To the extent that the retention of title is not effective under the law of the country in which the delivered goods are located, the customer shall provide equivalent security

at LINOTECH's request. If the customer does not comply with this request, LINOTECH may demand immediate payment of all outstanding invoices, regardless of agreed payment terms.

## **XII. Rights of the customer in the event of defects**

1. LINOTECH is generally not liable for defects that the customer is aware of or grossly negligently unaware of at the time of conclusion of the contract (article 442 of the German Civil Code). Furthermore, the customer's claims for defects presuppose that he has fulfilled his statutory inspection and complaint obligations (articles 377, 381 of the German Commercial Code). In the case of building materials and other goods intended for installation or other further processing, an inspection must always be carried out immediately prior to processing. If a defect is discovered during delivery, inspection or at any later point in time, LINOTECH must be notified immediately in writing or by e-mail. In any case, obvious defects must be reported in writing or by e-mail within 7 days of delivery and defects not recognisable during the inspection within the same period from discovery. If the customer fails to properly inspect and/or report defects, warranty and other claims and rights of the customer for the defect not reported or not reported in time or not reported properly are excluded in accordance with the statutory provisions.
2. The customer shall allow and enable LINOTECH to inspect the goods complained about as defective. If the customer culpably fails to do so, the customer shall have no warranty or other claims due to this defect.
3. If the goods are defective and the customer has duly notified LINOTECH of this in accordance with Section 1, the customer shall be entitled to the statutory rights with the following conditions:
  - a) LINOTECH shall initially have the right, at its discretion, either to remedy the defect or to deliver a defect-free item to the customer (subsequent performance).
  - b) LINOTECH's right to refuse subsequent performance under the legal requirements remains unaffected. LINOTECH is entitled to make the owed subsequent performance dependent on the customer paying the due purchase price. However, the customer is entitled to retain a reasonable part of the purchase price in relation to the defect.
  - c) LINOTECH reserves the right to make two attempts at subsequent performance. Should the subsequent performance fail or be unreasonable for the customer, the customer may either withdraw from the contract or reduce the purchase price. However, in the case of an insignificant defect, there is no right of cancellation.
  - d) The subsequent performance includes neither the removal of the defective item nor the reinstallation if LINOTECH was not originally not obliged to install it.
  - e) LINOTECH shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions, if a defect actually exists. Otherwise, LINOTECH may demand reimbursement from the customer for the costs arising from the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not recognisable to the customer.
  - f) Section XIII shall apply to claims for damages and compensation for futile expenses due to a defect.
3. The warranty periods are regulated in Section XIV.

## **XIII. Liability**



1. Unless otherwise stated in these GTC including the following provisions, LINOTECH shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
2. LINOTECH is liable for damages - regardless of the legal grounds - within the scope of fault-based liability in cases of intent and gross negligence. In the event of simple negligence, LINOTECH shall only be liable, subject to statutory limitations of liability (e.g. care in its own affairs; insignificant breach of duty),
  - a) for damages resulting from injury to life, body or health,
  - b) for damages arising from the breach of a material contractual obligation (obligation whose fulfilment is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, LINOTECH's liability is limited to compensation for foreseeable, typically occurring damages.
3. The limitations of liability resulting from section XIII. paragraph 2 also apply to breaches of duty by persons (also in their favour) whose fault LINOTECH is responsible for according to the statutory provisions.
4. The limitations of liability resulting from section XIII. paragraph 2 shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the customer under the Product Liability Act.

#### **XIV. Limitation period**

1. Claims for defects/warranty and other claims of the customer, in particular claims for damages, shall become statute-barred one year after delivery of the goods. Instead of this one-year period, the statutory limitation periods shall apply in the following cases:
  - a) in the event of liability due to intent or gross negligence,
  - b) in the event of fraudulent concealment of a defect,
  - c) for claims against LINOTECH due to the defectiveness of a product if it has been used for a building in accordance with its normal use and has caused its defectiveness,
  - d) for claims for damages arising from injury to life, limb or health,
  - e) in the event of recourse by the customer on the basis of the provisions on the sale of consumer goods,
  - f) for claims under the Product Liability Act.
2. The statutory provisions on the commencement of the limitation period, suspension of expiry, suspension and recommencement of limitation periods shall remain unaffected.

#### **XV. Export, cross-border deliveries**

1. Cross-border deliveries to other EU countries and third countries are generally only made against advance payment. A deviating regulation requires the express written confirmation of LINOTECH.
2. Payments to LINOTECH must be made in the currency specified in the order confirmation.
3. In the case of deliveries abroad, the customer is obliged to ensure that LINOTECH has the documentary (export) evidence required for the VAT exemption of deliveries of products to the respective country in accordance with the tax regulations. In the event that the customer does not fulfil the above obligation, LINOTECH is entitled to charge the VAT rate applicable to deliveries within the Federal Republic of Germany. In order to be able to prove the transport of the delivered products abroad, the customer is

obliged to issue a confirmation in accordance with the tax regulations at LINOTECH's request that the delivered products have been shipped abroad.

4. Deliveries abroad are subject to the proviso that there are no obstacles to fulfilment due to national or international regulations, in particular export control regulations, embargoes or other sanctions.
5. The customer is obliged to enquire with the local authorities of the country in which he is resident or to which the delivery is to be made, under which conditions the ordered product may be imported there; the product must be declared by the customer to the competent authorities and any fees incurred must be paid by the customer. The customer must check with the local authorities whether the ordered products or services can be imported and used. The customer is also obliged to ensure that the technical characteristics specified by the manufacturer comply with the legal requirements of the country into which the product is being imported.
6. Prior to the export of goods by the customer in which products supplied by LINOTECH are installed, the customer shall obtain all necessary export licences and shall not sell or transfer the products directly or indirectly to any company, person or country in breach of export control laws or regulations.
7. The customer is not entitled to return goods or claim damages if an export licence is denied. LINOTECH shall not be liable in case of violation of the law by the customer. The customer shall indemnify LINOTECH against any claims or other sanctions brought against LINOTECH due to violations of export control laws in connection with the products delivered by LINOTECH to the customer.
8. Any delays due to export controls shall suspend delivery times/delivery periods.

#### **XVI. Place of fulfilment, place of jurisdiction and applicable law**

1. Unless otherwise expressly agreed, the place of fulfilment for the delivery is the respective shipping point of LINOTECH, for payment of the Customer the registered office of LINOTECH in Forst (Lausitz).
2. If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of LINOTECH in Forst (Lausitz). The same applies if the customer is an entrepreneur within the meaning of article 14 of the German Civil Code. However, LINOTECH is also entitled in all cases to bring an action at the place of fulfilment of the delivery obligation in accordance with these GTC or an overriding individual agreement or at the general place of jurisdiction of the customer. Overriding statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected.
3. All legal relationships between LINOTECH and the customer shall be governed exclusively by German law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded.
4. Should individual provisions of the contract with the customer, including these GTC, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

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