

General terms and conditions of purchase of REISSER-Schraubentechnik GmbH

I. Area of applicability

(1) The general terms and conditions of purchase seen here apply to all business relationships of REISSER Schraubentechnik GmbH („REISSER“) with its business partners and suppliers („Supplier“) in respect of the delivery of moveable items („goods“ or „products“) and/or services, regardless of whether the Supplier provides the performance itself or purchases it from suppliers. The general terms and conditions of purchase shall only apply if the Supplier is an entrepreneur (§ 14 of the German Civil Code – Bürgerliches Gesetzbuch, BGB), a legal person under public law or a special fund under public law.

(2) The terms and conditions of purchase shall also apply to future contracts concerning the sale and/or delivery of moveable items and/or services in their respective version as a framework agreement, without REISSER being obliged to refer to these again in individual cases; the respectively valid version of the terms and conditions of purchase can be obtained from <http://www.reisser-screws.com/kontakt/agb/>.

(3) These terms and conditions of purchase shall apply exclusively. Deviating, conflicting or additional general terms and conditions of business of the Supplier shall only become part of the contract if REISSER has expressly agreed to their applicability in writing. The said agreement requirement shall apply in all cases, for example also if REISSER accepts the deliveries of the Supplier without reservation in the knowledge of the general terms and conditions of business of the Supplier.

(4) Individual agreements concluded with the Supplier in individual cases (including ancillary agreements, supplements and amendments) shall take priority over these terms and conditions of purchase. However, for the content of such agreements, a written contract and the written confirmation of REISSER shall be decisive.

(5) Legally relevant declarations and notifications which are to be submitted to REISSER by the Supplier following conclusion of the contract (for example the setting of deadlines, warnings, declaration of rescission) shall require written form to take effect.

(6) References to the applicability of statutory regulations shall only have clarifying significance. Without such a clarification, the statutory regulations shall therefore apply, unless these are directly amended or expressly excluded in these terms and conditions of purchase.

II. Conclusion of the contract

(1) An order of REISSER shall be deemed to be binding at the earliest on written submission or confirmation. Deliveries for which no written orders are present shall not be recognised. REISSER's non-communication concerning offers, requests or other declarations of the Supplier shall only be deemed to be an agreement if this was expressly agreed in writing. The Supplier shall immediately inform REISSER of obvious errors (for example written and calculation errors and/or incomplete order or missing order documentation) for the purpose of correction and completion; otherwise the contract shall be deemed not to have been concluded.

(2) Should no changes to the order concerning quantity, price or delivery date be necessary on the part of the Supplier, REISSER shall, as a rule, not forward a written order confirmation. At the express request of REISSER, the Supplier shall however be obliged to confirm the order in writing within a deadline of (1) week or perform the order immediately and without reservation.

An amended or delayed acceptance shall be deemed to be a new offer and shall always require the approval of REISSER. The same shall apply for acceptance in case of extensions, restrictions or other amendments.

(3) Offers, drafts, specimens and samples of the Supplier shall be free-of-charge to REISSER. On the request of REISSER, these must be taken back by the Supplier immediately and at its own expense.

III. Delivery time and delivery delay

(1) The delivery time stated by REISSER in the order shall be binding. The Supplier shall be obliged to immediately inform REISSER in writing stating the reasons for and expected duration of the delay, should it be expected that the stated delivery time cannot be complied with. Prior to the agreed delivery time, partial deliveries or deliveries may only be carried out with the prior written agreement of REISSER.

(2) Should the Supplier not provide its service, or at least not within the agreed delivery time or should it enter default, the rights of REISSER, in particular the right of rescission and to bring a claim for damages, shall be in accordance with the statutory regulations. The regulations in Paragraph 3 shall not be affected.

(3) Should the Supplier be in default, REISSER shall be permitted to demand a contractual penalty of 50 EUR per customer backlog and per article which is in arrears. To this extent, the Supplier shall waive the plea of connection with any previous act of contravention. REISSER shall be entitled to demand the contractual penalty alongside fulfilment and as a minimum amount of damages owed by the Supplier in accordance with the statutory regulations; the assertion of further damage claims shall remain unaffected. Should REISSER accept the delayed delivery, REISSER shall assert the contractual penalty at the latest on final payment.

(4) The delivery claim of REISSER shall not be excluded until the Supplier pays full damages in lieu of delivery at the request of REISSER. The acceptance of the delayed delivery shall not represent any waiver of damages claims or the contractual penalty.

IV. Delivery, transfer of risk, acceptance default, packaging

(1) Unless otherwise agreed in individual cases, deliveries shall take place „free to the door“ (DDP destination in accordance with INCOTERMS 2010) to the place stated in the order. Should the destination not be stated and should no other agreement have been reached, the delivery shall be made to the company headquarters of REISSER in Germany, 74653 Ingelfingen-Criesbach, Fritz-Müller-Straße 10. The respective destination shall also be the place of performance (debt to be discharged at creditor's domicile).

(2) The risk of possible destruction and possible deterioration of the object shall be transferred to REISSER on handover at the place of performance. Should an acceptance be agreed, this shall be decisive concerning the transfer of risk.

(3) The statutory regulations shall apply concerning REISSER entering acceptance default. The Supplier must also expressly offer its service to REISSER should a specific calendar time be agreed for an action or co-operation on the part of REISSER. Should REISSER enter acceptance default, the Supplier shall be entitled to demand reimbursement of its additional expenses in

accordance with the statutory regulations.

V. Information obligations, subcontractors, minimum wage

(1) The Supplier shall inform REISSER in good time via a written notification of changes to manufacturing processes, changes to materials or supplier parts for products or services, transfers of production locations, as well as changes to procedures or facilities for the checking of parts or other quality assurance measures. REISSER shall be entitled to check to the necessary extent whether the changes could have a detrimental effect on the product. On request, the Supplier shall make the necessary documents available in this respect and enable audits to the necessary extent.

(2) The deployment of subcontractors, freelance employees, sub-suppliers and other third parties (jointly referred to as „engaged parties“) which are not employees of the Supplier in connection with the provision of the services owed to REISSER shall be notified to REISSER in writing. The Supplier shall ensure in relation to the engaged parties that all services are performed fully and correctly, that the proper provision of services is comprehensively checked by corresponding documentation and regular audits by REISSER and that the obligations under the contractual relationship with REISSER also apply in relation to the engaged parties.

(3) Engaged parties shall be deemed to be vicarious agents of the Supplier. Cancellations, delays, disruptions, poor services or other defects in the deliveries and services of the engaged parties, regardless of to what these refer, shall not release the Supplier from its obligation to perform services under the contract concluded with REISSER.

(4) The Supplier hereby guarantees that its employees and other eligible persons which are deployed to carry out work for REISSER are always paid at least the statutory minimum wage on time in accordance with the German Minimum Wage Act (Mindestlohngesetz). The Supplier shall be obliged to provide proof of compliance with the above obligation on the request of REISSER, if applicable, several times and regularly. Following prior notification, REISSER shall be entitled to check compliance with the obligation to pay the minimum wage by viewing the books at the business premises of the Supplier at any time either by itself or by a person who is obliged to maintain secrecy.

(5) Should they be subject to the German Minimum Wage Act (Mindestlohngesetz), the Supplier shall contractually oblige engaged parties to pay the minimum wage and shall regularly check compliance with the said obligation in a suitable manner. The Supplier shall oblige its engaged parties to oblige their own engaged parties accordingly in turn and to carry out checks.

(6) The Supplier shall be obliged to release REISSER in the internal relationship from all claims and costs due to the bringing of a lawsuit in accordance with § 13 of the German Minimum Wage Act (MiLoG) due to non-payment of the minimum wage to its own employees and employees of the engaged parties.

(7) Should the Supplier culpably breach an obligation under Paragraphs (4) or (5), REISSER shall be able to demand a contractual penalty to the exclusion of the plea of continuation of offence. For breaches of Paragraph (4), the contractual penalty shall amount to 5,000.00 EUR and for breaches of Paragraph 5, the contractual penalty shall amount to 2,500.00 EUR.

VI. Prices, invoices, payment terms, setting off and retention

(1) The price stated in the order shall be binding. All prices shall be exclusive of the statutory value added tax, also if this is not stated separately. This shall also apply in respect of any ancillary services

to be provided by the Supplier.

(2) Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Supplier, as well as all ancillary expenses (for example proper packaging, customs and import duties, transportation costs including any transportation and liability insurance).

(3) Invoices shall be sent to REISSER as a single copy in original form, stating the invoice number, order number, quantity, price and other classification characteristics (in particular the REISSER article number). The invoices shall be sent separately from the delivery of goods. In case of deliveries from areas outside of the customs territory of the EU, an invoice copy and a pro-forma invoice must be attached to the delivery of goods.

(4) Payments shall take place in accordance with the individually agreed payment terms. In case of bank transfer, the payment shall have been made on time if the transfer mandate of REISSER is received by its bank prior to expiry of the payment deadline; REISSER shall not be responsible for delays on the part of the banks involved in the payment process. The payment shall take place subject to reservation of checking of the invoice.

(5) REISSER shall not owe any maturity interest. The annual default interest amounts to five (5) percentage points above the base rate of interest. The statutory regulations shall apply concerning REISSER entering default. However, in all cases, a written warning must be issued by the Supplier.

(6) Rights of set off and rights of retention, as well as the plea of unfulfilled contract shall be due to REISSER to the extent prescribed by law. In particular, REISSER shall be entitled to withhold due payments for the time that REISSER is still entitled to claims against the Supplier due to incomplete or defective services.

(7) The Supplier shall only have a right of set off or a right of retention due to claims which are recognised by a court or which are undisputed.

VII. Reservation of ownership and provision

(1) The transfer of ownership at the time of handover of the goods to REISSER shall take place unconditionally and without taking into account the payment of the price. However, should REISSER accept an offer of the Supplier for transfer of ownership which is contingent on payment of the purchase price, the reservation of ownership of the Supplier shall lapse at the latest on payment of the purchase price for the delivered goods. Any extended or prolonged reservation of ownership of the Supplier shall be excluded.

(2) Processing, mixing or connection with provided objects of REISSER shall be carried out by the Supplier for REISSER. The parties are in agreement that REISSER will become co-owner in relation to the values of the value of the provided items to the value of the total products in respect of the products which are manufactured using the provided items, which shall be stored by the Supplier for REISSER until the time of handover.

VIII. Secrecy, documents and references

(1) All business or technical information made accessible by REISSER, must, unless they can be proved to be publicly known, be kept secret in relation to third parties and may only be made accessible to those persons at the business operation of the



Supplier who require use of the said information for the purpose of delivery to REISSER. The said persons must also be obliged to maintain secrecy.

(2) REISSER shall retain ownership and copyright in respect of all documents and aids handed over to the Supplier for the purpose of performance of an order. In particular, this shall include drawings, images, drafts, calculations, descriptions, plans, models, samples, technical specifications, data carriers, other documents, work tools, parts and materials. Such documents and aids shall only be used for the contractual service and shall be fully returned to REISSER following completion of the contract (including any copies or images which may have been made). Products which are manufactured in accordance with documents and aids of REISSER may not be used by the Supplier itself or offered/delivered to third parties.

(3) Technical files, documents, drawings, diagrams, outline plans, graphics, photographs, layout plans and other documentation created by the Supplier within the framework of performance of the contract, be this on data carriers, in printed form or as a printing preparation or going to print material, as well as all samples, work tools, materials and other operating materials shall become the property of REISSER at the time they are made available. Furthermore, REISSER shall, to the extent that is legally permissible, acquire all ownership rights, rights of use and rights of exploitation in respect of all copyrightable works named above. REISSER shall not owe any separate remuneration in respect of the transfer of the rights named above; this shall be fully included in the prices stated in the orders.

(4) Without the prior express written agreement of REISSER, the Supplier shall not be permitted to name REISSER or the business relationship between the Supplier and REISSER as a reference in any form.

IX. Defective delivery

(1) The statutory regulations shall apply in respect of the rights of REISSER in case of material defects and defects of title in respect of the goods and other breaches of duty by the Supplier, unless otherwise stated below.

(2) In accordance with the statutory regulations, the Supplier shall, in particular, incur liability for the goods demonstrating the agreed quality at the time of transfer of risk to REISSER. In all cases, those product descriptions which are the subject matter of the respective contract, in particular through identification or reference in the order of REISSER, or which are incorporated into the contract in the same way as these terms and conditions of purchase, shall be deemed to be an agreement concerning quality. Whether the product description originates from REISSER or from the Supplier shall not be relevant.

(3) In deviation from § 442 Paragraph 1 Sentence 2 of the German Civil Code (BGB), REISSER shall also be entitled to unrestricted defect claims, should the defect have remained unknown at the time of conclusion of the contract due to gross negligence.

(4) The statutory regulations (§§ 377, 381 of the German Code - HGB) shall apply as follows in relation to the commercial inspection and complaint obligation: The inspection obligation of REISSER shall be restricted to defects which are obviously recognisable at the time of the goods in inspection by REISSER by means of an external check, including the delivery papers, as well as during random quality controls by REISSER (for example damage during transportation, incorrect and incomplete deliveries). Should an acceptance be agreed, no inspection obligation shall exist. Otherwise, it shall depend on to what extent an inspection is feasible in accordance with the proper course of business, taking into account the circumstances of the individual case.

The compliant obligation for defects which are subsequently discovered shall remain unaffected. In all cases, the complaint of REISSER (defect notification) shall be deemed to be immediate and to have been made on time if it is received by the Supplier within 10 calendar days.

(5) The costs incurred by the Supplier for the purpose of inspection and improvement (including possible dismantling and assembly costs) shall be borne by the Supplier, even if it is ascertained that no defect was actually present. The liability of REISSER to pay damages in case of unjustified demands to correct defects shall remain unaffected; however, to this extent, REISSER shall only incur liability if it recognised that no defect was present or gross negligently failed to recognise so.

(6) Should the Supplier fail to comply with its supplementary performance obligation (according to the choice of REISSER by means of correction of the defect - improvement, or by means of delivery of a defect-free item, replacement delivery), within a reasonable deadline set by REISSER, REISSER shall be entitled to correct the defect itself and demand reimbursement by the Supplier of the necessary expenses or request a corresponding advance payment. Should the supplementary performance by the Supplier fail or should it be unreasonable for REISSER (for example due to special urgency, endangerment of operational safety or threatened occurrence of disproportionate damage), no setting of a deadline shall be necessary. REISSER shall immediately inform the Supplier of such circumstances, if possible in advance.

(7) Should the Supplier fulfil its supplementary performance obligation by means of a replacement delivery, the limitation period shall start to run again for the goods delivered as a replacement following their delivery, unless the Supplier has expressly and correctly reserved the right to provide the replacement delivery only as a goodwill gesture, in order to avoid disputes or in the interest of the continued existence of the supply relationship.

(8) Otherwise, in case of material defects or defects of title, REISSER shall be entitled to reduce the purchase price or rescind the contract, in accordance with the statutory regulations. Otherwise, REISSER shall be entitled to damages and reimbursement of expenses in accordance with the statutory regulations.

X. Supplier regress

(1) REISSER shall be entitled to the regress claims within a supply chain which are determined by law (supplier regress in accordance with §§ 478, 479 of the German Civil Code - BGB) without restriction. In particular, REISSER shall be entitled to demand the precise type of supplementary performance (improvement of replacement delivery) from the Supplier which REISSER owes to its consumer in the individual case. The statutory right of choice of REISSER (§ 439 Paragraph 1 of the German Civil Code - BGB) shall not be restricted thereby.

(2) Before REISSER recognises or fulfils defect claims asserted by its consumer (including reimbursement of expenses in accordance with § 478 Paragraph 3 and § 439 Paragraph 2 of the German Civil Code - BGB), REISSER shall inform the Supplier and request a statement after setting out the facts. Should the statement not be made within a reasonable deadline and should no mutually agreed solution be found, the defect claim actually granted by REISSER shall be deemed to be owed to its consumer; in such a case, the

Supplier must provide proof to the contrary.

(3) The claims of REISSER in accordance with Paragraph 1 shall also apply if the goods were further developed or further processed, prior to their sale to a consumer, by REISSER or by one of its customers.

XI. Product liability and insurance obligation

(1) In case that a claim is brought against REISSER due to product liability, the Supplier shall be obliged to release REISSER from such claims, should the damage have been caused by a defect in the goods delivered by the Supplier. However, in cases of fault contingent liability, this shall only apply in case of fault on the part of the Supplier. Should the cause of the damage lie in the area of responsibility of the Supplier, it must provide proof of lack of fault.

(2) Within the framework of its release obligation, the Supplier shall assume all costs and expenses due to or in connection with a third party lawsuit, including those connected to a recall action carried out by REISSER. Prior to a recall action, REISSER shall inform the Supplier, enable it to co-operate sufficiently and exchange with the Supplier concerning an efficient performance; this shall not be necessary should the notification or participation of the Supplier not be possible due to special urgency.

(3) Otherwise the Supplier shall also incur liability for losses incurred by REISSER due to reasonable precautionary measures in order to protect against the bringing of a lawsuit under non-contractual liability which can be primarily traced back to the Supplier (for example public advertising measures).

(4) Further statutory claims shall not be affected.

(5) During the contractual relationship with REISSER, the Supplier shall maintain sufficient product liability insurance at its own expense. On request, the Supplier shall provide proof to REISSER concerning the conclusion and maintenance of the product liability insurance.

XII. Limitation period

(1) Unless otherwise regulated in the provisions below, the claims shall lapse in accordance with the statutory regulations.

(2) In deviation from § 438 Paragraph 1 Number 3 of the German Civil Code (BGB), the general limitation period for defect claims shall amount to 3 years from the transfer of risk. The three year limitation period shall also apply accordingly to claims due to defects of title, whereby the statutory limitation period for third party in rem claims to return (§ 438 Paragraph 1 Number 1 of the German Civil Code - BGB) shall remain unaffected; in addition, claims due to defect of title shall not lapse at all, should the third party still be able to assert the right against REISSER, in particular due to lack of limitation.

(3) The limitation periods of purchasing law, including the extension above shall apply to all contractual defect claims to the scope prescribed by law. Should REISSER also be entitled to non-contractual damages claims due to a defect, the regular statutory limitation period shall apply in this respect (§§ 195, 199 of the German Civil Code - BGB), unless the application of the limitation periods under purchasing law leads to a longer limitation period in the individual case.

XIII. Export inspections and customs

(1) The Supplier shall be obliged to inform itself in written form of any approval obligations concerning its goods according to respectively applicable German, European (EU) or American export, customs and foreign trade laws, as well as export, customs and foreign trade laws of the country of origin of its goods as

early as possible prior to the delivery date. In this respect, the Supplier must notify the following information and data:

- the export list number in accordance with Enclosure AL of the German Foreign Trade Ordinance (Außenwirtschaftsverordnung) or comparable export lists applicable to list positions
- the export control classification number in accordance with the US Commerce Control List (ECCN) should the goods be subject to the US Export Administration Regulations (EAR)
- the statistical goods number (HS-KN code)
- the country of origin (commercial political/non preferential origin), key for declaration of origin: D = Third country / E = EU / F = EFTA;
- (Long term) supplier declarations concerning preferential origin (in case of EU suppliers or preference certificates (in case of non-EU suppliers);
- all other information and data which REISSER needs for exporting and importing, as well as in case of selling on following re-exportation.

The Supplier shall be obliged to immediately inform REISSER in writing of all changes to the above information.

(2) Should the Supplier breach its obligation in accordance with Paragraph 1, it shall bear all expenses and losses, as well as other detriments (for example additional demands of foreign import duties, fines) which are incurred by REISSER as a result. This shall not apply should the Supplier not be responsible for the breach of duty.

XIV. Conformity with rules

(1) The Supplier shall be obliged to comply with the recognised rules of technology (in particular DIN norms, VDE provisions, VDI directives, DVGW policy) and the statutory provision concerning production safety (in particular the German Product Safety Act - Produktsicherheitsgesetz), the internationally applicable minimum standards under employment law, in particular all conventions of the International Labor Organization (ILO) in respect of employee rights, working hours and occupational safety, as well as all respectively applicable statutory and official provisions.

(2) Protection of the environment plays a major role within REISSER's understanding of quality. The Supplier shall be obliged to comply with the respective statutory regulations concerning environmental protection and to implement and maintain an environmental management system which corresponds to the ecological company regulations of REISSER. The Supplier shall also be obliged to endeavour to permanently reduce the negative impact on persons and the environment which is caused by its activities.

(3) The Supplier shall not participate in any form of corruption, breach of human rights or discrimination of its employees either actively or passively, directly or indirectly. The Supplier shall also not engage in forced labour or child labour. In this respect, the Supplier shall be obliged not to appoint any employees who cannot prove that they are aged at least 15 years. In countries which come under the exception for developing countries in Convention 138 of the International Labor Organization, the minimum age may be reduced to 14.

(4) The Supplier shall ensure that all contractors engaged by it which are involved in the production of the products



delivered by it to REISSER will comply with the obligations listed in Paragraphs 1 to 3 above.

(5) The Supplier shall also ensure that the products delivered by it correspond to the provisions of the EC Ordinance Number 1907/2006 concerning the registration, evaluation, approval and restriction of chemical substances (REACH Ordinance). To the extent that this is necessary in accordance with the provisions of the REACH Ordinance, the substances contained in the products of the Supplier are pre-registered and registered following the expiry of the transitional period, unless the substance is exempted from registration.

(6) Suppliers whose company headquarters are located outside of the EU, shall be obliged to appoint an only representative in accordance with Article 8 of the REACH Ordinance, whose place of business is located in the EU, which shall be notified to REISSER by name with details of the address. The only representative shall assume all registration and other REACH obligations of the Supplier. Should the only representative have carried out a pre-registration or registration, this shall be notified to REISSER, stating the registration number. In case of change to the only representative or should the only representative suspend its activities, the Supplier must inform REISSER of such immediately.

(7) The Supplier shall ensure that the products delivered by it do not contain any substances of the so-called candidate list in accordance with Article 59 Paragraphs 1 and 10 of the REACH Ordinance. The Supplier shall be obliged to immediately inform REISSER in writing should the products delivered by it contain products on the candidate list, regardless of reason; this shall apply in particular to the extension/supplementing of the candidate list. The Supplier shall name the individual substances and shall notify the mass percentage as precisely as possible.

(8) Should hazardous goods as defined in the German Hazardous Goods Ordinance (Gefahrstoffverordnung) or products where the leakage of such substances cannot be excluded be delivered, the Supplier shall make the data necessary for the development of the safety data sheet available to REISSER or a service provider nominated by REISSER, without the need for a request to be issued.

(9) The Supplier shall also be obliged to ensure that the products delivered by it fulfil all requirements of EC Ordinance number 1272/2008 („CLP-VO“). In particular, the non-EU suppliers shall ensure that their only representative has carried out the registration in the classification and identification directory in accordance with Article 39-42 CLP-VO for the delivered products.

(10) Should the products delivered to REISSER by the Supplier be a construction product as defined in EC Ordinance number 305/2011 („BauPVO“), the Supplier shall be obliged to make all information necessary for the creation of the service declaration and the service declarations created by the Supplier available to REISSER immediately and in a suitable permanent form and to carry out the CE identification in accordance with the applicable regulations, in particular the BauPVO as well as article 30 of EC Ordinance number 765/2008 in respect of the said products or have this carried out. With the provision of the CE identification, the Supplier hereby guarantees the conformity of the construction product with the service provided by it, as well as the compliance with all legal regulations which apply in connection with the provision of the CE identification.

(11) The Supplier shall be obliged to comply with the provisions concerning conflict materials as defined in the Dodd-Frank Act which are set out in Section 1502 of the Wall Street Reform and Consumer Protection Act (Dodd-Frank Act). Should conflict minerals be necessary within the framework of the manufacturing or for the function of the products delivered by the Supplier,

their origin must be disclosed. On request, the Supplier must immediately make the documentation concerning the use and origin of conflict minerals which is necessary under the Dodd-Frank Act fully available to REISSER and its associated companies. (12) In case that the Supplier breaches one of the above obligations, the Supplier shall release REISSER, its associated companies, as well as its customers from costs, third party claims (in particular direct or indirect damages claims), as well as other detriments (for example fines) due to the breach of the provision above. This shall not apply should the Supplier not be responsible for the breach of duty. Furthermore, REISSER shall be entitled at any time to immediately cancel the respective order and to refuse acceptance of the corresponding delivery, without REISSER incurring any costs as a result. Any existing damage claims shall not be affected thereby. A cancellation or acceptance refusal shall not represent a waiver of any damage claims.

XV. Choice of law and place of jurisdiction

(1) The law of the Federal Republic of Germany shall apply to these terms and conditions of purchase and all legal relationships between REISSER and the Supplier, to the exclusion of international uniform law, in particular the UN Convention on the International Sale of Goods. Prerequisites and effects of the reservation of ownership shall be subject to the laws of the location where the goods are located, should the choice of law in favour of German law be unlawful or ineffective in accordance with the provisions of the national law.

(2) Should the Supplier be a businessman as stated in §§ 1 ff. of the German Commercial Code (HGB), a legal person under public law or a special fund under public law, the exclusive (also international) place of jurisdiction for all disputes under or in connection with the contractual relationship shall be 74653 Ingelfingen-Criesbach, Germany. However, REISSER shall also be entitled to bring a lawsuit at the place of performance of the delivery obligation.

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