

General Terms and Conditions with information for customers

1. Scope and subject

1.1. The following General Terms and Conditions (hereafter referred to as "GTC") apply to all business relations between

Schmale Maschinenbau GmbH

represented by managing directors Andreas Schmale and Siegfried Schmale

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Registered place of business of the company: Altena

Register court: Iserlohn District Court

Register number: HRB 5420

(hereafter referred to as the "Seller") and the Seller's customers (hereafter referred to as the "Buyer"), also referred to jointly hereafter as the "Parties".

1.2. These GTC only apply if the Buyer is an entrepreneur. According to Section 14 of the German Civil Code (BGB), an entrepreneur means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession. On the other hand, according to Section 13 of the German Civil Code (BGB), a consumer means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.

1.3. Entrepreneurs within the meaning of these GTC include public authorities, corporations, institutions, foundations, legal entities under public law or a special fund under public law, which act exclusively under private law when the contract is concluded.

1.4. These GTC apply in particular to contracts for the sale and/or delivery of movable goods ("goods"), irrespective of whether the Seller manufactures the goods itself or purchases them from suppliers (Sections 433 and 650 BGB).

1.5. The GTC of the Seller apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract if and insofar as the Seller has expressly agreed to their validity in writing.

1.6. In relation to entrepreneurs, these GTC shall also apply to future business relations without the Seller having to refer to them again. If the entrepreneur uses conflicting or supplementary GTC, their

validity is hereby rejected; they shall only become part of the contract if the Seller has expressly agreed to them.

1.7. Individual agreements made with the Buyer in individual cases (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these GTC. Subject to proof to the contrary, the content of such agreements shall be defined in a written contract or written confirmation by the Seller.

1.8. Material declarations and notices by the Buyer in relation to the contract (e.g. revocation or termination) must be made in writing, i.e. in written or text form (e.g. a letter sent by post, email and fax). Statutory formal requirements and further proof, in particular in the event of doubt concerning the identity of the person making the declaration, remain unaffected.

1.9. References to the applicability of statutory provisions are for clarification only. Even without such clarification, the statutory provisions shall apply, insofar as they are not directly amended or expressly excluded in these GTC.

2. Conclusion of contract

2.1. The Seller's offers are subject to change and are not binding. This also applies to any catalogues, images (e.g. calculations), other product descriptions or documents – including in electronic form – that the Seller has provided to the Buyer and in which the Seller reserves title and copyright.

2.2. The order from the Buyer for the goods shall be a binding offer to conclude a contract. Unless otherwise stated in the order, the Seller shall be entitled to accept the Buyer's offer within two (2) weeks of receipt by the Seller.

2.3. Acceptance may be declared either by sending an order confirmation, concluding a written contract or by delivering the goods to the Buyer.

2.4. If the parties have agreed special conditions, these shall not apply to concurrent and future contractual relationships with the Buyer.

3. Delivery period, delivery, default in delivery, transfer of risk, default of acceptance and force majeure

3.1. The delivery period is agreed in the individual case or is specified by the Seller when accepting the order. Binding delivery dates and deadlines must be expressly agreed in writing. Delivery periods shall only commence after complete clarification of all details and are based on the timely and proper fulfilment of the customer's obligations.

3.2. If the Seller cannot meet binding delivery deadlines for reasons for which the Seller is not responsible (unavailability of the object of performance), the Seller shall inform the Buyer of this immediately and at the same time inform the Buyer of the expected new delivery period. Unavailability under this clause means in particular late delivery to the Seller by the Seller's suppliers, where the Seller has concluded a matching transaction, neither the Seller nor its suppliers are at fault or the Seller is not under an obligation to purchase in the individual case.

3.3. The commencement of default in delivery on the part of the Seller shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the Buyer is required.

3.4. Delivery is ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Buyer, the goods shall be shipped to

another destination (sales shipment). Unless otherwise agreed, the Seller is entitled to determine the type of shipment (in particular the transport company, the shipping route and the packaging).

3.5. The Seller is entitled to make partial deliveries, provided that this is reasonable for the Buyer. Where the Buyer has agreed to partial deliveries, the Seller is also entitled to issue partial invoices.

3.6. The risk of accidental loss and accidental deterioration of the sold goods shall transfer to the Buyer on delivery as soon as the Seller has delivered the goods to the forwarding agent, the carrier or any other person or organisation designated to carry out the shipment. This also applies if the Seller bears the costs of transport. Transport insurance is only taken out on special request and at the Buyer's expense. If the Seller has undertaken to perform installation and assembly, the risk shall transfer to the Buyer on completion of the installation and assembly work and handover to the Buyer. Among merchants within the meaning of Section 1 of the German Commercial Code (HGB), the duty to inspect and give notice of defects in Sections 377 and 381 HGB shall apply. If the Buyer fails to carry out the inspection and/or give notice of defects in accordance with the above, the goods shall be deemed to have been approved, unless the defect is a defect that could not be identified from inspection.

3.7. If the Buyer is in default of acceptance, fails to cooperate or if the Seller's delivery is delayed for other reasons for which the Buyer is responsible, the Seller shall be entitled to demand compensation for the resulting loss, including additional expenses (e.g. storage costs).

3.8. In the event of force majeure of more than insignificant duration that affects the performance of the contract, the Seller shall be entitled to postpone delivery for the duration of the obstacle or to withdraw from the contract in whole or in part on account of the unperformed part, provided that the Seller has complied with its prior duty to provide information and has not assumed the procurement risk pursuant to Section 276 BGB or a delivery or performance guarantee. Force majeure means unforeseeable, unavoidable and extraordinary events that are beyond the control of the Seller and which cannot be prevented or overcome despite the Seller's reasonable efforts. Any statutory claims of the Buyer remain unaffected.

4. Prices and terms of payment

4.1. Unless otherwise stated in the Seller's offer, the prices quoted are total prices. The stated total prices are ex warehouse in EURO and are net prices excluding statutory VAT. The statutory VAT shall be stated separately on the invoice at the statutory rate applicable on the date of invoicing.

4.2. In the case of sales shipment to a place other than the place of performance in accordance with clause 3.1, the Buyer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.

4.3. If, in the case of sales shipment in accordance with clause 3.1, the transport company returns the dispatched goods to the Seller, because delivery to the Buyer was not possible, the Buyer shall bear the costs of the unsuccessful shipping.

4.4. If partial deliveries are made at the Buyer's request, the Seller shall charge delivery costs for each partial delivery.

4.5. If the price has increased at the time of performance due to an increase in material production and/or material and/or product procurement costs, wage and ancillary wage costs, social security contributions and energy costs and costs due to environmental regulations and/or currency regulations and/or changes in customs duties and/or freight rates and/or public charges and/or due

to an increase in the fees charged by third parties involved in performance, the higher price shall apply. If the new price is 20% or more above the originally agreed price owing to the Seller's right to adjust the price, the Buyer shall have the right to withdraw from the contract. This right must be asserted by the Buyer immediately after notice of the increased price.

4.6. The purchase price is due without deduction and must be paid within ten (10) days of invoicing and delivery or acceptance of the goods. However, the Seller is entitled at any time, even under an ongoing business relationship, to make a delivery in whole or in part only against advance payment. The Seller shall declare any such reservation at the latest with the order confirmation. Receipt of the invoice amount in the business account of the Seller shall determine whether payment is on time.

4.7. On expiry of the above payment period, the Buyer shall be in default. During the period of default, the outstanding amount shall bear interest at the default statutory interest rate applicable at the time. The Seller reserves the right to claim further compensation for delay. The Seller's right to claim commercial due date interest (Section 353 HGB) against merchants remains unaffected.

4.8. In the event of default in payment by the Buyer, the delivery period under clause 3 shall be extended in accordance with the duration of the default.

4.9. The Buyer shall only be entitled to offsetting rights if its counterclaims have been legally established or have been mutually linked to the Seller's claim without dispute or have been recognised by the Seller.

4.10. A right of retention for the Buyer shall be excluded, unless the Buyer's counterclaim originates from the same contractual relationship and is undisputed or is legally established. To assert the right, written notice must be given to the Seller.

4.11. if, after the contract is entered into, it becomes apparent (e.g. from an application for initiation of insolvency proceedings) that the Seller's claim to payment is jeopardised by the Buyer's inability to pay, the Seller shall be entitled to refuse to render performance, in accordance with the statutory provisions, and – if necessary after setting a period – to revoke the contract (Section 321 BGB).

5. Guarantees and liability for defects

5.1. Unless otherwise specified below, the statutory provisions apply to the Buyer's rights in the event of material defects and defects of title (including wrong and short delivery as well as improper assembly or defective assembly instructions). In all cases, the special statutory provisions for final delivery of the unprocessed goods to a consumer shall remain unaffected, even if the consumer has processed them further (supplier recourse according to Section 478 BGB). Claims under supplier recourse are excluded if the defective goods have been further processed by the Buyer or another entrepreneur, e.g. by installing in another product. Furthermore, no claims for defects shall arise in the event of natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating resources or that arise due to special external influences. Similarly, no claims for defects shall arise if the Buyer or third parties carry out improper modifications or repair work, unless the Buyer can prove that the defect was not caused by the modifications or repair work.

5.2. The primary basis of the Seller's liability for defects is the agreement reached on the quality of the goods. All product descriptions and manufacturer's specifications that are the subject of the individual contract shall be deemed to be an agreement on the quality of the goods.

5.3. If the quality has not been agreed, the statutory provision shall be used to determine whether a defect is present or not (Section 434 para. 1 sentences 2 and 3 BGB). However, the Seller does not

assume any liability for public statements made by the manufacturer or other third parties (e.g. advertising statements), where the Buyer has not pointed out to the Seller that the statement has determined the Buyer's decision to purchase.

5.4. In the case of new goods, the limitation period for warranty claims is one year from the transfer of risk. For used goods, the rights and claims due to defects are excluded.

5.5. If the delivered item is defective, the Seller may initially choose whether it will provide subsequent performance by eliminating the defect (rectification of defects) or by delivering a defect-free item (replacement delivery). The Seller's right to refuse subsequent performance under the statutory conditions remains unaffected.

5.6. The Seller shall be entitled to make the subsequent performance that is owed dependent on the Buyer paying the due purchase price. However, the Buyer shall be entitled to retain a part of the purchase price that is reasonable in relation to the defect.

5.7. The Buyer shall give the Seller the time and opportunity required for the subsequent performance that is owed and shall in particular hand over the goods that are subject to the complaint for inspection and checking. In the event of replacement delivery, the Buyer must return the defective item to the Seller in accordance with the statutory provisions. Subsequent performance does not include removal of the defective item or reinstallation if the Seller had not originally undertaken to install it. If replacement delivery is made under liability for defects, the limitation period shall not start again.

5.8. If subsequent performance has been carried out by way of a replacement delivery, the Buyer must return the goods that were initially delivered to the Seller within 30 days. The return shipment must contain the necessary information, such as the reason for the return, the Buyer's name and the return number assigned to the defective goods, so that the Seller can identify the returned goods. If it is not possible to identify the return shipment for reasons for which the Buyer is responsible, the Seller is not obliged to accept returned goods or to refund the purchase price. In this case, the costs of reshipping the goods shall be borne by the Buyer.

5.9. The Seller shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular the transport, travel, labour and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions, if a defect is in fact present. Otherwise, the Seller may demand that the Buyer reimburse the Seller for the costs (in particular testing and transport costs) arising from the unjustified demand for the removal of defects.

5.10. In urgent cases, e.g. if operational safety is jeopardised or in order to prevent disproportionate damage, the Buyer has the right to remedy the defect itself and to demand compensation from the Seller for the expenses that are objectively necessary to do so. The Seller shall be informed immediately, if possible in advance, of any such self-help. There shall be no right to self-help if the Seller would be entitled to refuse any corresponding subsequent performance in accordance with the statutory provisions.

5.11. There is no right to revocation in the event of an insignificant defect.

5.12. If the Seller delivers a defect-free item for the purpose of subsequent performance, the Seller can claim compensation for use from the Buyer in accordance with Section 346 para. 1 BGB. Other statutory claims remain unaffected.

5.13. The Buyer shall only have claims for damages or compensation for futile expenses in accordance with the provisions of clause 6, even in the case of defects; other claims shall be excluded.

6. Liability for damage

6.1. For performance rendered by the Seller, the Seller, its legal representatives and its vicarious agents shall only be liable for intent or gross negligence.

6.2. For a breach of essential contractual obligations, there shall also be liability for simple negligence, but it shall be limited to foreseeable loss typical of the contract.

6.3. Essential contractual obligations are those obligations which the contract imposes on the Seller according to its content in order to achieve the purpose of the contract and the fulfilment of which is essential for the proper execution of the contract and on the observance of which the buyer may ordinarily rely (cardinal obligations). Claims for damage from injury to life, body or health and under the German Product Liability Act remain unaffected by the above limitations.

6.4. Any further liability of the Seller is excluded.

7. Limitation

Any claims of the Buyer against the Seller shall become statute-barred – with the exception of the claims under "Guarantees and liability for defects" – one (1) year after the knowledge of the facts giving rise to the claim, but at the latest five years after performance, unless unlimited liability is provided for under the above clause.

8. Retention of title

8.1. Until full payment of all present and future claims of the Seller arising from the purchase contract and an ongoing business relationship (secured claims), the Seller reserves title in the sold goods.

8.2. The goods subject to retention of title may not be pledged to third parties or transferred by way of security before full payment of the secured claims. The Buyer shall notify the Seller immediately in writing if an application to open insolvency proceedings is filed or if third parties (e.g. attachment) seize the goods belonging to the Seller.

8.3. In the event of conduct by the Buyer in breach of contract, in particular non-payment of the purchase price when due, the Seller shall be entitled to revoke the contract in accordance with the statutory provisions and/or demand the return of the goods on the basis of the reservation of title. The demand for return is not also a declaration of revocation. Rather, the Seller is entitled to demand return of the goods only and to reserve the right to revoke the contract. If the Buyer does not pay the due purchase price, the Seller may only assert these rights if the Seller has previously set the Buyer an appropriate period for payment without success or if such a period is not required under the statutory provisions.

8.4. Until revocation, the Buyer is authorised according to the following clause 8.4.3. to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case the following provisions shall apply in addition.

8.4.1. The retention of title extends to the full value of the Seller's products resulting from the processing, mixing or combination of the goods, whereby the Seller is deemed to be the manufacturer. If, when processing, mixing or combining with goods of third parties, the third parties still have a right of ownership, the Seller shall acquire co-ownership in the ratio of the invoice values

of the processed, mixed or combined goods. In all other respects, the same provisions apply to the resulting product as to the goods delivered under reservation of title.

8.4.2. The Buyer hereby assigns to the Seller by way of security all claims against third parties arising from the resale of the goods or the product, in total or in the amount of any co-ownership in accordance with the preceding paragraph. The Seller accepts the assignment. The Buyer's obligations under clause 8.2. shall also apply with regard to the assigned claims.

8.4.3. The Buyer remains authorised to collect the claim, in addition to the Seller. The Seller undertakes not to collect the claim as long as the Buyer fulfils its payment obligations to the Seller, there is no defect in its ability to pay and the Seller does not assert retention of title by exercising a right according to clause 8.3. If this is the case, however, the Seller may demand that the Buyer informs the Seller of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case the Seller is entitled to revoke the Buyer's power to further dispose of and process the goods subject to retention of title.

8.4.4. If the realisable value of the securities exceeds the Seller's claims by more than 10%, the Seller shall release securities of its choice at the Buyer's request.

9. Provisions for the processing of goods according to buyer-specific specifications

9.1. In the event that, in addition to the delivery of the goods, the Parties have contractually agreed to processing of the goods or a test with the goods, the Buyer shall be obliged to make available to the Seller all the contents necessary for the processing, such as tools, tool price, input material, finished parts, semi-finished products, assemblies, drawings, product samples and gauges in the forms specified by the Seller. The Seller is not obliged to check the contents provided by the Buyer, in particular with regard to whether they are suitable to achieve the purpose pursued by way of the commissioned service. The Buyer undertakes to grant the Seller the necessary rights of use for this purpose. The Buyer is responsible for procurement, acquisition and use of the rights. This applies in particular with regard to whether use of the rights infringes the rights of third parties, in particular property rights, patent rights, copyrights, trademark rights and personal rights. Insofar as the Buyer provides the Seller with contents such as products, tools, tool price, input material, finished parts, semi-finished products, assemblies, drawings, product samples and gauges in the forms specified by the Seller, the Buyer warrants that it is entitled to transfer and use the above contents. The Seller is not obliged to check the contents provided by the Buyer, in particular with regard to whether they are suitable to achieve the purpose pursued by way of the commissioned service. The Buyer shall indemnify the Seller against claims of third parties which third parties may assert against the Seller in connection with an infringement of rights. The Buyer shall also assume the reasonable costs of the necessary legal defence, including all court and legal fees at the statutory rate. This does not apply if the Buyer is not responsible for the infringement. In the event of a claim by a third party, the Buyer must provide the Seller immediately, truthfully and completely with all the information necessary to examine and defend against the claims.

9.2. Insofar as third parties can assert claims against the Seller that arise in connection with an infringement of their rights through the contractual use of the Buyer's contents by the Seller, the Buyer must indemnify the Seller and its employees and agents from the claims of third parties. Section 254 BGB (contributory negligence) remains unaffected. The Buyer shall inform the Seller without delay if third parties assert claims against the Seller covered by the above obligation to indemnify and, to the extent possible under the circumstances of the individual case, shall give the Seller the opportunity to defend against the asserted claim. The Buyer must immediately provide the Seller with all information available to the Buyer regarding the relevant facts in full, truthfully and

promptly in text form. Further claims by the Seller remain unaffected. The Buyer also undertakes to assume all legal costs incurred by the Seller in connection with claims by third parties, to the extent that such costs are necessary and reasonable. These include in particular all court and legal fees at the statutory rate. There shall be no assumption of costs if the Buyer is not responsible for the infringement.

9.3. Insofar as the contents provided by the Buyer violate applicable law, morality, statutory or official prohibitions, the Seller may reject the corresponding orders for processing. There shall be a breach in particular on transfer of contents that relate to, represent or contain the following:

- Anti-constitutionalism
- Racism and/or xenophobia
- Discrimination
- Content harmful to young people and/or glorification of violence and extremism of any kind
- Encouragement and incitement to commit crimes and infringements of the law, threats to life, health or property
- Incitement against individuals or companies
- Defamatory statements, defamation, libel and slander
- of users and third parties, as well as violations of the law on fair trading practices
- Content that infringes copyright or other intellectual property rights
- Sexual harassment of users and third parties
- Pornography
- Offensive, sexist, obscene, vulgar, repugnant and disgusting materials and expressions

10. Provisions for assembly and installation services

10.1. The Seller is not obliged to provide the services itself. The Seller is entitled to engage qualified employees (agents) or third parties as subcontractors for the provision of the contractually owed services. Unless otherwise agreed between the Parties, the Buyer has no right to choose a specific person to perform the requested services. The Seller alone is authorised to issue instructions to its agents, unless the Buyer has legal rights to issue instructions.

10.2. The Buyer shall support the Seller in the performance of its contractual services by means of appropriate cooperation. In particular, the Buyer shall provide the Seller with the necessary data and information free of charge, in full and in good time and shall allow the employees or subcontractors access to its premises on the agreed date and to the extent necessary.

10.3. Where the Buyer provides the Seller with data and information for use, the Buyer warrants that it is entitled to provide and use such data and information. The Seller is not obliged to check the contents provided by the Buyer, in particular with regard to whether it is suitable to achieve the purpose pursued by way of the commissioned service. The Seller shall only have an obligation to check the content if the procurement of the data and information on the basis of the contract concluded between the Parties falls within the scope of the Seller's obligations.

10.4. On completion of the installation work and handover to the Buyer, the risk of accidental loss and accidental deterioration of the sold goods shall transfer to the Buyer.

11. Provisions for repair services

11.1. If the Parties have contractually agreed to repair an item belonging to the Buyer, the following provisions shall apply:

11.2. The place of performance and execution for the repair services is the Seller's registered place of business.

11.3. The Seller is not obliged to provide the services itself. The Seller is entitled to engage qualified employees (agents) or third parties as subcontractors for the provision of the contractually owed services. Unless otherwise agreed between the Parties, the Buyer has no right to choose a specific person to perform the requested services. The Seller alone is authorised to issue instructions to its agents, unless the Buyer has legal rights to issue instructions.

11.4. The Buyer shall support the Seller in the performance of its contractual services by means of appropriate cooperation. In particular, the Buyer shall provide the Seller free of charge, in full and in good time with the necessary information about the present defect and its causes as well as a comprehensive description of the defect that has been discovered, and shall allow the employees or subcontractors access to its premises to the extent necessary.

11.5. Where the Buyer provides the Seller with information for use, the Buyer warrants that it is entitled to provide and use such information. The Seller is not obliged to check the contents provided by the Buyer, in particular with regard to whether they are suitable to achieve the purpose pursued by way of the commissioned service. The Seller shall only have an obligation to check the content if the procurement of the information on the basis of the contract concluded between the Parties falls within the scope of the Seller's obligations.

11.6. The Buyer must send the item to be repaired to the Seller's registered place of business at its own expense and risk. It is recommended that the Buyer take out transport insurance. Furthermore, to avoid transport damage, it is recommended that the item is shipped in transport packaging suitable for transport. If there is any obvious transport damage during shipment, the Seller shall inform the Buyer immediately, so that the Buyer can assert any rights it may have against the carrier.

11.7. The risk of accidental loss and accidental deterioration on return shipment of the goods shall transfer to the Buyer as soon as the Seller has handed over the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. The costs for the return shipment of the goods shall be borne by the Buyer. If the Buyer requests transport insurance, the Seller shall take out such insurance at the Buyer's expense.

11.8. If the Parties have agreed that the item is to be brought to and collected from the Seller's registered place of business by the Buyer or this is evident from the Seller's specifications, the above provisions regarding the party who shall bear costs and risk shall apply analogously.

11.9. The above provisions do not limit the statutory rights of the Buyer with regard to defects in a purchase agreement concluded between the Parties.

11.10. The Seller shall be liable for defective repairs in accordance with the applicable statutory provisions.

12. Data protection

12.1. The Seller collects and stores the Buyer's data required for business purposes. When processing personal data from the Buyer, the Seller complies with the statutory regulations. The Seller is entitled to send this data to third parties who are commissioned with execution of the order, insofar as is necessary to fulfil the contract. Further details can be found in the Seller's privacy policy, which can be accessed online.

12.2. On request at any time, the Buyer shall receive information about the stored data relating to the Buyer.

12.3. In all other respects, the statutory data protection provisions shall apply, in particular the General Data Protection Regulation (GDPR), the Federal Data Protection Act, new version (BDSG-neu) and the Telemedia Act (TMG).

12.4. The Seller holds the copyrights in all texts, images and films published on its website. Any use of the images, films and texts is not permitted without the Seller's express consent.

13. Final provisions

13.1. These GTC and the contractual relationship between the Buyer and the Seller shall be governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of goods.

13.2. If the Buyer is a merchant within the meaning of the German Commercial Code (HGB), an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law, the exclusive – and international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the Seller's place of business. In all cases, the Seller shall also be entitled to bring an action at the place of performance in accordance with these GTC or an overriding individual agreement or at the general place of jurisdiction of the Buyer. Overriding statutory provisions, in particular those provisions concerning exclusive jurisdiction, shall remain unaffected.