

exceet Card Group AG terms of purchase

1. Scope of application

- 1.1. These terms and conditions of purchase ("Terms and Conditions") apply in addition to the agreements made between you and us ("**Contractual Partner**") with regard to a delivery. "**Delivery**" in the sense of these Terms and Conditions is understood to be all deliveries and other performances (e.g. services) to be provided by the contractor ("**you**") to exceet Card Group AG ("**us**" / "**we**").
- 1.2. Subject to point 1.1., deliveries to us shall be made exclusively on the basis of these General Terms and Conditions. These shall also apply to all future transactions, even if they are not expressly included again. Any terms and conditions of business or delivery of yours shall not become part of the contract, even if you refer to such terms and conditions when accepting an offer from us and/or presuppose their acceptance. Even if we refer to a letter which contains or refers to terms and conditions of you or a third party, this does not constitute an agreement to the applicability of such terms and conditions. Our Terms and Conditions shall also apply if we accept and/or pay for the delivery without reservation in the knowledge of your conflicting or deviating terms and conditions.

2. Subject of the contract

- 2.1. You make an offer based on the information we provided and on your expertise. Preparation and submission of an offer by you is free of charge and without obligation for us. You shall inform yourself about all services and other circumstances in connection with the delivery before preparation and clarify any ambiguities in advance. The consequences of insufficient information shall be borne by you.
- 2.2. The order is placed by express declaration of acceptance at least in text form by us. Changes, restrictions and additions to the order by you are only binding if they have been confirmed by us at least in text form.
- 2.3. Deliveries must comply with the recognised rules of technology, the relevant safety regulations and the general as well as the agreed technical and legal requirements, in particular in accordance with the specific purpose of use, the relevant usual market standard and the condition to be assumed (e.g. PCI DSS).
- 2.4. subcontracting or any other transfer of orders for the provision of a delivery to third parties is not permitted without our express consent - at least in text form - and entitles us to withdraw from an order in whole or in part. Further claims on our part remain unaffected.

3. Prices

- 3.1. Unless expressly agreed otherwise, the agreed prices are fixed prices and are exclusive of statutory sales and other transaction taxes but inclusive of any withholding taxes to be paid by us.
- 3.2. Where we are required by law to pay withholding tax and make deductions or retentions from your gross prices, we will notify you, pay the tax to the appropriate tax authority and invoice you accordingly within the agreed payment period, less the required deduction or retention of tax, unless we are provided in advance with a valid tax exemption certificate approved by the appropriate tax authority. We will provide you with written evidence of the tax withheld and will provide such assistance to your employees as may be requested and proportionate to recover such amount against reasonable reimbursement of expenses. If a double taxation agreement is applicable which results in a reduced rate of withholding tax, we will only pay such reduced amount.

- 3.3. The agreed prices also include any assembly (services), packaging, other ancillary services, transport, customs, insurance, fees for necessary acceptance, permits and commissioning.
- 3.4. If the Contractual Partners have expressly agreed on prices ex works or ex dispatch warehouse, the most cost-effective appropriate dispatch shall be deemed to have been agreed between the Contractual Partners. Any additional costs shall be borne by you.
- 3.5. Unless the Contractual Partners have expressly agreed on remuneration agreements for individual services, the usual market prices shall apply.

4. Delivery

- 4.1. Unless otherwise expressly agreed between you and us, the following shall be deemed to be agreed as delivery in accordance with the contract:
- 4.2. The delivery of all agreed parts as well as any assembly, if any, shall be free of charge ("**DPU-Delivered At Place Unloaded**") on the agreed delivery date. The INCO Terms 2020 shall apply.
 - 4.2.1. The delivery will be made to the place of receipt from us at the agreed delivery address.
 - 4.2.2. Before executing the delivery, you shall provide all proofs (e.g. certificates of origin) required to obtain customs or other exemptions or benefits as well as customs clearance and related procedures. You shall also specify which components, assemblies, devices, software components, equipment, and so on are subject to export or re-export restrictions under the foreign trade regulations of the Federal Republic of Germany or the "US Export Regulations". This duty of notification is an essential contractual obligation.
 - 4.2.3. If it has been agreed between the Contractual Partners that material tests, test protocols, quality documents or other documents must be provided by you, these are part of the delivery.
- 4.3. Each delivery must be provided with the agreed details (in particular with the weight details) and other markings. We are entitled to deduct a flat-rate expense allowance of 20 euros per incorrect or incomplete document in the event of missing information on the delivery.
 - 4.1. Each delivery must be accompanied by a proper delivery note.
 - 4.2. We may deal with packaging at our discretion (including reuse, return, destruction, etc.).

5. Delivery date

- 5.1. Delivery dates agreed between the Contractual Partners are binding and must be strictly adhered to. Unless the Contractual Partners have expressly agreed otherwise, the delivery is a transaction for delivery by a fixed date.
- 5.2. Unless otherwise expressly agreed between the Contractual Partners, receipt of the delivery, which does not require acceptance, at the agreed place of receipt shall be decisive.
- 5.3. In the case of services and deliveries which require acceptance, you are obliged to inform us of the readiness for acceptance. If the delivery is ready for acceptance, we will accept the delivery within 5 working days (working days are Monday - Friday, except Bavarian holidays) after receipt of the notification of the readiness for acceptance, provided that the actual readiness for acceptance exists. Acceptance by us shall be deemed to be the decisive delivery date.
- 5.4. The fiction of acceptance according to § 640 II sentence 1 BGB was expressly excluded by the Contractual Partners.
 - 5.4.1. Any possible delays in delivery, for whatever reason, must be notified to us by you without delay. We ourselves are subject to very strict delivery dates and are dependent on timely delivery by you for compliance with these delivery deadlines. Unless otherwise expressly agreed between the Contractual Partners, we can set a new binding delivery deadline in the event of delays.

- 5.5. In the event of a delay in delivery for which you are responsible, you shall pay a reasonable contractual penalty to be determined by us at our reasonable discretion, the reasonableness of which shall be reviewed by the competent court in the event of a dispute. The assertion of claims for damages with crediting of the contractual penalty remains unaffected.
- 5.6. Unless expressly agreed otherwise, you are not entitled to partial delivery or partial performance. Unconditional acceptance by us does not constitute a waiver of rights.
- 5.7. We check every delivery in accordance with the contract immediately after acceptance by means of a structured inspection for correctness and freedom from defects of the delivery. Any obligation on our part to give notice of defects in accordance with § 377 HGB (German Commercial Code) is limited to defects which we discover in the course of this incoming goods inspection. We will notify you of all defects that become apparent at a later date within 14 days of their discovery.
- 5.8. We have the right to reject an incorrect delivery at the place of receipt. You shall bear all additional costs arising from such rejection.

6. Terms of payment

- 6.1. Unless otherwise expressly agreed between the Contractual Partners, all payments shall be made within 14 days (less 3% discount) or within 30 days at the latest without deductions.
 - 6.1.1.A cash discount deduction is also permitted in the event of offsetting or retention due to defects.
 - 6.1.2. Payments shall be made by bank transfer, unless otherwise agreed, and shall not constitute any acknowledgement by us that a delivery is free of defects.
 - 6.1.3. Invoices must (i) comply with all commercial and tax law requirements and (ii) contain the order codes and numbers of the individual items specified by us. We may request that they be sent in electronic form and by e-mail.
- 6.2. The payment period begins as soon as the delivery is complete and free of defects and a proper invoice has been received. Insofar as you have to provide material tests, test reports, quality documents or other documents, the completeness of the delivery and service also requires the receipt of these documents.
- 6.3. You are only entitled to offsetting if counterclaims have been legally established or are undisputed or recognised or are in a close mutual relationship with claims from us. A right of retention exists only if and insofar as a counterclaim is based on the same contractual relationship.

7. Warranty

- 7.1. Unless otherwise expressly agreed, the statutory warranty law applies.
- 7.2. In urgent cases of defects, if you cannot or do not want to remedy the defect in time, we have the exceptional right to remedy the defect ourselves without setting a deadline for you.
- 7.3. You release us from all product liability claims of third parties.
- 7.4. You shall indemnify us on first request from any claims of third parties based on the intended use of the delivery.
- 7.5. If we provide you with information, data or other documents for the purpose of delivery, we shall indemnify you against any claims by third parties based on the intended use of the information, data or documents.

8. Retention of title

- 8.1. If the Contractual Partners have agreed a retention of title for you, this retention of title shall expire in case of doubt upon payment of the agreed price by us.

8.2. Unless we have expressly agreed otherwise with you, we are entitled to resell and further process the delivery.

9. Confidentiality and security measures

9.1. Documents, records or data expressly marked as "secret" and/or "trade secret" are to be treated as strictly confidential.

9.2. The Contractual Partners undertake not to make business and trade secrets and other confidential information from the business relationship and from the area of the respective other Contractual Partner accessible to third parties without the prior consent of the Contractual Partner (at least in text form) who has disclosed them. The receiving Contractual Partners must take all necessary and reasonable technical and organisational measures to comply with his obligation to protect secrets in accordance with this contract and the law. Otherwise, the business and trade secrets of the disclosing Contractual Partner shall only be made accessible to those employees of the receiving Contractual Partner who require these business and trade secrets in order to achieve the purpose of the contract and who have previously been obligated to maintain secrecy in accordance with these requirements to the extent permitted by labour law. The secrecy obligations under Sections 8.1 and 8.2 shall also apply after termination of the contractual relationship.

9.3. Press releases, information and similar, in which one Contractual Partner refers to the other, are only permissible after prior agreement in text form (e-mail, fax, letter).

10. Granting of rights

10.1. Upon their creation, you transfer to us all rights to designs and software created and delivered for us. Insofar as these rights are not transferable and with regard to all other copyrighted or other legally protected works resulting from the execution of the delivery and materials made available, you grant us the exclusive rights of use and exploitation, unlimited in time, content and space and irrevocably upon creation, insofar as these are required for the intended use, further processing and sale. The rights of use and exploitation include in particular the rights to complete or partial, permanent or temporary publication or reproduction as well as distribution, including the right to rent and loan, regardless of whether the distribution is in physical or incorporeal form, and to otherwise pass on to third parties, e.g. for possible follow-up orders, for public reproduction and making available to the public, as well as for processing or redesign and for sublicensing. Included in the granting of rights to us are rights of use for all known types of use as well as types of use which are not yet known at the time of conclusion of the contract.

10.2. If a software has been created or edited by you in the course of the execution of the contract, we shall also be entitled to the source code including meaningful and comprehensible documentation with its creation and shall be handed over to us at any time upon request.

10.3. With regard to the employees involved and in consideration of the German Employee Inventions Act, you will ensure in a suitable form that both service inventions and free inventions are transferred to us without delay.

10.4. Upon payment of the remuneration owed under this contract, all claims on your part for the granting of the rights under this clause 5 are settled. This also applies to the granting of rights to unknown types of use, unless this is not reasonable for you, taking into account the income and benefits from the new type of use.

10.5. If the deliveries contain services which have not been created within the scope of the execution of the delivery itself (e.g. standard software from you or from third parties), you shall inform us of this in writing in a highlighted manner at the earliest possible time, but at the latest before acceptance of the order. You shall grant us the rights of use and exploitation of such services in accordance with Section 9.1, subject to the proviso that these rights may not be sublicensed exclusively and only to affiliated companies.

11. Data protection

To the extent necessary, we will conclude with you all necessary supplementary agreements (e.g. contract processing agreement, joint controllership agreement, etc.) for compliance with the relevant statutory data protection regulations.

12. insurance obligation

You will take out sufficient liability insurance at your own expense for damages caused by deliveries or services that have been made or ordered but delayed or not delivered. To cover the product liability risks, you shall maintain a business liability insurance including insurance of product property damage (extended product liability insurance for personal injury and property damage, including foreign damage and recall cost coverage). Proof of the amount of the sum insured must be provided to us on request. The conclusion and proof of liability insurance does not limit the scope of your liability.

13. Final provisions

13.1. All rights, obligations and claims arising from and in connection with the contractual relationship between you and us shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. In the case of consumers, the protection granted by mandatory regulations or judicial law of their country of residence shall apply in all cases.

13.2. If general terms and conditions or other contractual agreements have not become part of the contract in whole or in part or are ineffective, the remainder of the contract remains effective. If the provisions have not become part of the contract or are ineffective, the content of the contract shall be governed by the statutory provisions.

13.3. The place of jurisdiction for all disputes arising from and in connection with this contract is Mannheim for contracts with merchants, legal entities under public law or special funds under public law. This also applies to companies with their registered office in another state of the European Union. However, we reserve the right to assert rights against you at our own discretion at your place of business and, if necessary, in court there.

exceet Card Group AG terms of delivery

2. Scope of application

- 4.4. These terms and conditions of delivery ("Terms and Conditions") apply in addition to the agreements made between you and us ("**Contractual Partner**") with regard to a delivery. "**Delivery**" in the sense of these Terms and Conditions is understood to be all deliveries and other performances (e.g. services) to be provided by exceet Card Group AG ("**us**" / "**we**") to the principal ("**you**").
- 4.5. Subject to point 1.1., our deliveries shall be made exclusively on the basis of these General Terms and Conditions. These shall also apply to all future transactions, even if they are not expressly included again. Any terms and conditions of business or purchase of yours shall not become part of the contract, even if you refer to such terms and conditions when accepting an offer from us and/or presuppose their acceptance. Even if we refer to a letter which contains or refers to terms and conditions of you or a third party, this does not constitute an agreement to the applicability of such terms and conditions. Our Terms and Conditions shall also apply if we make delivery without reservation in the knowledge of your conflicting or deviating terms and conditions.

5. Subject of the contract

- 5.1. We make an offer based on the information you provide and to the best of our knowledge. You must provide us with all necessary information in connection with the delivery and clarify any ambiguities in advance. The consequences of insufficient information shall be borne by you. We can only execute the order if all necessary information is available and any existing ambiguities are resolved.
- 5.2. The order is placed by your declaration of acceptance and express confirmation of this declaration of acceptance (at least in text form) by us. Changes and additions to the order by you are only binding if they have been confirmed by us at least in text form.
- 5.3. Unless otherwise expressly agreed by the contracting parties, the following provisions shall apply to any offer made by us:
- 5.3.1. Our offer is valid for 3 months from the offer date.
- 5.3.2. Any drawings, graphics, illustrations and similar information in an offer from us are only of an exemplary and non-binding nature, unless they are declared binding at least in text form. Deliveries by us are made on the basis of the agreed specifications and the state of the art at the time of the offer or the confirmation of the offer by us in accordance with section 2.2. The organisation of the provision of deliveries and services as well as the right to issue instructions via our own employees is solely incumbent on us. This also applies if services are provided on your premises or on the premises of your customers. We are entitled to use sub-contractors for the provision of deliveries and services. You will be informed of this in advance.

6. Prices and costs

- 6.1. Unless expressly agreed otherwise, prices are ex works, including loading and handover to a forwarding agent at the works, but excluding packaging, transmission and unloading at destination ("EXW -Ex **works**"). The INCO Terms 2020 shall apply.
- 6.2. The agreed prices are net plus any taxes, levies, duties or similar governmental assessments of any kind, including e.g. value-added, sales, use, other traffic or withholding taxes that may be levied by any competent tax authority (collectively "Taxes"). If you are required to deduct or withhold taxes from the fees under applicable law, you agree to pay such additional amounts as are necessary to ensure that we receive the full amount that we would have received without the deduction or withholding.
- 6.3. For our delivery, for which we have not agreed any prices with you, the customary market prices according to actual effort and costs are deemed to have been agreed with you by us.

7. Delivery

Unless otherwise expressly agreed between us and you, the contractual delivery by us shall be effected by the timely handover of the agreed goods to the forwarding agent for delivery to the consignees communicated by you in due time. This also applies if we organise or arrange for the forwarding and delivery of the goods on your behalf.

8. Delivery time

- 8.1. The agreed delivery deadline is subject to the express proviso that all agreed performance or delivery obligations are met by you in good time, in particular that you provide us with all necessary materials and information in good time.
- 8.2. If the delivery is delayed for reasons for which you are responsible, you shall bear all costs for the additional expenditure.
- 8.3. Unless otherwise expressly agreed, the handover of the goods to the forwarding agent is decisive for compliance with the delivery deadline. If any further cooperation by you is required, the notification of readiness for dispatch or handover shall be decisive for compliance with the delivery deadline.
- 8.4. In the case of services and deliveries which require acceptance, the notification of the readiness for acceptance within the meaning of § 640 II sentence 1 BGB (German Civil Code) by us to you shall be deemed to be the decisive point in time. Upon notification of the readiness for acceptance, you are requested to accept the delivery within 7 days, unless the parties have expressly agreed otherwise.
- 8.5. We have an extraordinary right of termination in the following cases:
 - 8.5.1. In the event of a change in the specifications applicable/customary on the market, so that the delivery would be unreasonable for us and/or our suppliers in economic terms (e.g. if the costs can no longer be covered by the delivery).

- 8.5.2. In the event of force majeure and due to events that make it considerably more difficult or impossible for us to provide our services not only temporarily - this includes in particular operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, official orders or non-delivery, incorrect or untimely delivery by suppliers.
- 8.5.3. Pandemics, such as COVID-19 and its restrictions may also constitute force majeure if they result in our performance being significantly impeded or made impossible not only temporarily. This applies even though it is already known at the time the contract is concluded that there is a COVID-19 pandemic. However, no one can really foresee whether restrictions due to the COVID-19 pandemic will make our services significantly more difficult or impossible not only temporarily.
- 8.6. In the event of a valid termination, we will invoice you for all deliveries made up to that point in time (including the material already procured and similar expenses already incurred in connection with the delivery) and these are to be duly paid by you.
- 8.7. Unless otherwise expressly agreed between you and us, we are entitled to make partial deliveries or render partial services at any time.
- 8.8. You must inform us immediately after becoming aware (at your premises or at the premises of one of your customers) of a defect and/or deficiency of a delivered good, of the defect and/or deficiency and the exact circumstances of the defect and/or deficiency. Furthermore, you undertake to ensure that your customers also comply with this obligation to inform us if they become aware of a defect or deficiency of a delivered product.
- 8.9. If you do not comply with this obligation to provide information in accordance with section 5.8 within the deadline, all warranty claims in regard to this defect and/or fault that go beyond the statutory claims, in particular all consequential damage resulting from the delayed rectification, are excluded.

9. Terms of payment

- 9.1. Unless otherwise expressly agreed, all payments are payable within 14 days of the invoice date without deduction by bank transfer to the account specified by us. Unless expressly agreed otherwise, the agreed prices are to be paid by you as follows:
- 9.1.1. 1/3 after conclusion of the contract.
- 9.1.2. 1/3 after notification of dispatch or readiness for dispatch.
- 9.1.3. Balance after receipt of the goods by you or your customers.
- 9.2. We always send invoices in electronic form and by e-mail. An invoice in paper form is not owed, unless expressly agreed otherwise.
- 9.3. You are only entitled to offsetting if counterclaims have been legally established or are undisputed or recognised or are in a close mutual relationship with claims from us, such as warranty claims. A right of retention exists only if and insofar as a counterclaim is based on the same contractual relationship.

10. Warranty

- 10.1. Unless otherwise expressly agreed, the statutory warranty law applies.
- 10.2. Not be considered a defect:
- 10.2.1. Excess or short deliveries of up to 10%, 15% in the case of custom-made materials.

- 10.2.2. Minor deviations as well as deviations that are common in the printing industry or printing trade (e.g. printer colour deviations, cutting accuracy, tonal value, etc.) As a rule, specific product characteristics are agreed individually (custom-made), unless expressly agreed otherwise at least in text form.
- 10.2.3. In addition, the tolerances specified by the material suppliers shall apply.
- 10.2.4. Any deviations or peculiarities resulting from the use of material provided by you. Material provided by you is not examined by us.
- 10.3. For other deviations in the quality of the material used, we shall only be liable up to the amount of our own claims against the respective supplier if the respective supplier was selected by you at your request or with your consent. We can then also release ourselves from our liability with regard to material defects by assigning our claims against the respective supplier to you.
- 10.4. The warranty period is 12 months from the transfer of risk.
- 10.5. If we deliver to a third party on your behalf, you have the obligation to establish a procedure to ensure that this third party notifies you as soon as possible of any defects or other problems and anomalies that may arise with the delivery. You must inform us immediately of the discovery of a defect at your and/or your customer's premises after the transfer of risk about the defect and its exact circumstances. Unavoidable additional costs incurred by us as a result of information not received in time or incomplete information shall be borne by you.
- 10.6. Any defective goods must be made available to us for inspection, if possible.
- 10.7. We shall bear the costs (including shipping costs) for new deliveries or rectification of justified defects which we have been able to confirm by our own inspection.
- 10.8. Your right to withdraw from the contract is excluded in case of insignificant defects. In this instance you only have the right to reduce the purchase price.
- 10.9. A statutory right to reduce the price is excluded in all other respects.
- Insofar as defects reported by you cannot be reproduced by us or cannot actually be proven, you shall be obliged to reimburse us for our unavoidable and reasonable costs in connection with the troubleshooting.

11. Liability

- 11.1. Claims for damages of any kind against us are excluded, unless there is intent, gross negligence or the breach of a material contractual obligation. Material contractual obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose observance you may regularly rely.
- 11.2. Unless there is intent, liability is limited to the foreseeable damage typical for the contract. Unless the contracting parties have expressly agreed otherwise, the foreseeable damage typical of the contract is limited to EUR 50,000.
- 11.3. Unless there is intent, we shall not be liable for consequential damages which have occurred because we were unable to remedy the defects in time due to missing or delayed notification by you.
- 11.4. The above limitations of liability shall not apply to liability for injury to life, body or health or in the case of liability under the German Product Liability Act.

12. Material of the client

- 12.1. Unless expressly agreed otherwise, the storage and safekeeping of material or means by you shall be remunerated additionally. This applies in particular to call orders.
- 12.2. Such material is to be delivered to us free of charge and will be handled with the usual care applied in our own affairs.
- 12.3. All additional costs arising from the use of the material supplied by you shall be borne separately by you. This applies in particular in the event that it only becomes apparent during production that the material provided is unsuitable for production.
- 12.4. All packaging and waste caused by the unavoidable loss of the print preparation and production runs, by trimming, punching out or the like remains with us. We may dispose of them at our own discretion and at our own expense.
- 12.5. The provisions of section 9 also apply to material which we purchase or otherwise procure on your instructions or at your request (for example with regard to the use of certain chips or modules).

13. Retention of title

- 13.1. Unless otherwise expressly agreed and unless we deliver directly to you, a retention of title in our favour shall exist until the complete and proper payment of all liabilities relating to the retained goods by you.
- 13.2. Unless we have expressly agreed otherwise with you, you are entitled to resell the delivery. The right to resell shall not affect the ownership of the goods (extended reservation of title). The goods subject to retention of title shall remain our property until all liabilities have been paid in full and properly.

14. Confidentiality and security measures

- 14.1. Documents, records or data expressly marked as "secret" and/or "trade secret" are to be treated as strictly confidential.

- 14.2. The Contractual Partners undertake not to make business and trade secrets and other confidential information from the business relationship and from the area of the respective other Contractual Partner accessible to any third party without the prior consent of the Contractual Partner (at least in text form) who has disclosed them. The receiving Contractual Partner must take all necessary and reasonable technical and organisational measures to comply with his obligation to protect secrets in accordance with this contract and the law. Otherwise, the business and trade secrets of the disclosing Contractual Partner shall only be made accessible to those employees of the receiving Contractual Partner who require these business and trade secrets in order to achieve the purpose of the contract and who have previously been obligated to maintain secrecy in accordance with these requirements to the extent permitted by labour law. The secrecy obligations under Sections 11.1 and 11.2 shall also apply after termination of the contractual relationship.
- 14.3. Press releases, information and similar, in which one Contractual Partner refers to the other, are only permissible after prior agreement in text form (e-mail, fax, letter). Notwithstanding the above, we may name you as a reference customer and reproduce and distribute the services rendered within the scope of self-advertising, as well as publicly reproduce or make them accessible and refer to you, unless you can assert a conflicting legitimate interest. This only applies if you are an entrepreneur or special fund under public law.

15. Grant of rights

- 15.1. You grant us all necessary rights to all materials and means provided by you, such as artwork, motifs, titles etc. for the production of the delivery.
- 15.2. You indemnify us against all claims of third parties based on the intended use of the materials and means provided.

16. Data protection

To the extent necessary, we will conclude with you all necessary supplementary agreements (e.g. contract processing agreement, joint controllership agreement, etc.) for compliance with the relevant statutory data protection regulations.

17. Final provisions

- 17.1. All rights, obligations and claims arising from and in connection with the contractual relationship between you and us shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. In the case of consumers, the protection granted by mandatory regulations or judicial law of their country of residence shall apply in all cases.
- 17.2. If general terms and conditions or other contractual agreements have not become part of the contract in whole or in part or are ineffective, the remainder of the contract remains effective. If the provisions have not become part of the contract or are ineffective, the content of the contract shall be governed by the statutory provisions.
- 17.3. The place of jurisdiction for all disputes arising from and in connection with this contract is Mannheim for contracts with merchants, legal entities under public law or special funds under public law. This also applies to companies with their registered office in another state of the European Union. However, we reserve the right to assert rights against you at our own discretion at your place of business and, if necessary, in court there.