

General Terms and Conditions of Sale of the GINDUMAC GmbH

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§ 1

Scope and provider

- (1) These General Terms and Conditions of Sale ("GTC") shall apply to all services, deliveries and offers of

GINDUMAC GmbH (hereinafter referred to as "GM"), Trippstadter Straße 110, 67663 Kaiserslautern, Federal Republic of Germany, Commercial Register Kaiserslautern's Amtsgericht No.: HRB 32086.

Any conditions stipulated by the customer which are in contradiction to these GTC shall only be valid, if expressly acknowledged by GM in writing.

- (2) The range of goods offered by GM is aimed exclusively at customers who have reached the age of 18 and are entrepreneurs or legal entities under public law or special funds under public law. According to § 14 para. 1 BGB (German Civil Code), an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding a legal transaction, acts in the performance of his commercial or self-employed professional activity.

§ 2

Offer and conclusion of contract

- (1) The descriptions of delivery items marked as offers by GM are not binding unless they are expressly marked as binding or contain a specific acceptance period. They serve as the basis for a concrete offer by the customer to GM to conclude a contract. The presentation of goods at the website www.gindumac.com (the "**Website**") does not constitute a binding offer to conclude a purchase contract, but merely a non-binding invitation to order the relevant delivery item from GM.
- (2) A contract of sale (the "**Contract**") for machine supplies, spare parts and related services (the "**Deliverables**") of GM is concluded:
- (a) In the case of an offer within the meaning of § 145 BGB (German Civil Code), with the order confirmation of GM in text form. Unless otherwise agreed, GM is entitled to accept the customer's offer within a period of two weeks.
 - (b) With the signing of a bilateral purchase contract between the customer and GM.

- (c) In exceptional cases, the issuance of a proforma invoice by GM shall be deemed to be a binding offer to enter into a Contract in accordance with these GTC and the applicable legal provisions. This proforma invoice will contain the essential contractual obligations (including item name, item description (including specification), item price, quantity, invoice amount, place of delivery (according to INCOTERMS 2020), contact person at the supplier and payment terms). Upon confirmation by the customer, this offer shall be deemed accepted and the purchase Contract shall become effective and binding. This confirmation may also consist in the fact that the customer implicitly waives written confirmation and directly pays the purchase price (whether as partial or full payment). This payment serves as proof of the will to accept the offer and immediately leads to the conclusion of the Contract. The Contract is thus concluded upon effectiveness of the payment, irrespective of any orders or deliveries. Any terms and conditions of the customer deviating from or supplementing these GTC shall only apply if expressly accepted by GM in writing. No verbal subsidiary agreements have been made.
- (3) Contracts with the customer shall be concluded exclusively in German, English or Spanish. If the Contract is concluded with the customer in German, only the German version of these GTC shall apply. If the Contract is concluded with the customer in English or Spanish, only the English version shall apply. Any additional local language versions of the GTC or other GM documents are for information purposes only.

§ 3

Regulations and safety equipment in the country of destination

- (1) The customer shall, at the latest at the time of the order, draw GM's attention to the norms and regulations applicable to the execution of the Contract, to the customer's respective business operations as well as to the health and safety of the personnel (incl. any certification obligation in recipient countries).
- (2) Unless otherwise agreed in accordance with Clause 3.1, the Deliverable shall comply with the regulations and standards at GM's place of business. Additional or other safety devices shall be supplied to the extent expressly agreed upon.

§ 4

Scope of Contract

- (1) Unless otherwise agreed, only the content of the Contract in text form shall be authoritative for the scope and quality of the Deliverable. Information on the quality of the Deliverables does not constitute a guarantee.

- (2) Unless explicitly otherwise agreed, the Contract does not include assembly or installation and commissioning. These constitute separate services for which an individual offer by GM must be obtained.
- (3) The customer is obliged to cooperate. He shall perform all services and duties imposed on him in due time. Duties to cooperate specified in the respective Contract are enforceable main performance obligations of the customer.

§ 5

Prices

- (1) Unless otherwise agreed, all prices are (i) net ex works (INCOTERMS 2020), without packaging, without any deductions and (ii) in EURO plus the applicable statutory value added tax.
- (2) All ancillary costs, such as freight costs, insurance premiums, fees for export, transit, import and other permits as well as for notarizations, shall be borne by the customer. Likewise, the customer shall bear all taxes, fees, levies, duties and the like as well as the related administrative costs which are levied out of or in connection with the Contract or its performance. If such costs, taxes, etc. are charged to GM or to the persons employed or appointed by GM for the performance of its obligations, they shall be reimbursed by the customer upon presentation of the supporting documents.
- (3) Insofar as a price is stated in local currency on the Website and/or in written correspondence, e.g. in the form of a conversion at the daily exchange rate, this is for information purposes only. Also in this case, the price stated in EURO shall apply.

§ 6

Terms of payment, default

- (1) Payment shall be made - unless otherwise agreed individually between the contracting parties - by payment of the price stated in the Contract (hereinafter referred to as "**Contract Price**"), by bank transfer after invoicing. In case of foreign business transactions, GM may allow payment by letter of credit.
- (2) The customer shall pay the Contract Price -without any deduction- before delivery of the Deliverables as an advance payment within a period of 7 (seven) days after conclusion of the Contract and invoicing or within any other period stipulated in the Contract. The date of payment shall be determined by the actual receipt of the Contract Price by GM.
- (3) The contracting parties can agree that the customer has to pay the Contract Price -without any deduction- in two instalments. In such case and unless otherwise agreed in writing, the customer shall make the payment as follows:

- a) Payment of 20% of the Contract Price within 7 (seven) days after conclusion of the Contract and issuing of the invoice;
 - b) payment of 80% of the Contract Price within 7 days after GM has issued the invoice to the customer and has notified the customer that the Deliverable is ready for delivery, but no later than 7 days before delivery of the Deliverable.
- (4) In the event that the customer makes payments by letter of credit, the letter of credit must be irrevocable, confirmed and accepted by a bank acceptable to GM. The costs of the letter of credit shall be borne by the customer. Payments will only be made if the letter of credit is complete, undamaged and properly submitted. Any errors or deficiencies in the letter of credit must be corrected immediately by the customer, otherwise GM will not be obliged to deliver the Deliverable. If the letter of credit expires or is cancelled before payment has been made, it is the sole responsibility of the customer to provide a new letter of credit. In this case, GM is not obliged to fulfil its delivery obligations until the new letter of credit has been presented. GM reserves the right to delay the delivery of Deliverable until the letter of credit has been fully and properly submitted. Any delays in relation to the letter of credit are the responsibility of the customer and may result in additional costs.
- (5) Offsetting with counterclaims of the customer or the retention of payments due to such claims is only permissible insofar as the counterclaims are undisputed or have been legally established. The customer is only entitled to assert rights of retention on the basis of undisputed or legally established counterclaims from the same contractual relationship.
- (6) If an instalment or the contractually agreed security (e.g. letter of credit) is not provided in accordance with the Contract, GM is entitled to adhere to the Contract or to withdraw from the Contract and, in both cases, to claim default interest in the amount of 9 percentage points above the base rate (§ 288 (2) BGB) as well as damages. If the customer is in default of any further payment for any reason whatsoever or if GM has serious grounds to fear that it will not be able to receive the payments in full or in due time due to any circumstance arising after the conclusion of the Contract, GM is entitled, without limiting its statutory rights, to refuse further performance of the Contract and to withhold the Deliverable ready for dispatch until new terms of payment and delivery have been agreed and GM has received sufficient security. If such an agreement is not reached within a reasonable period of time or if GM does not receive sufficient securities, GM is entitled to withdraw from the Contract and to claim damages.

§ 7

Delivery and delivery time

- (1) Delivery (including transfer of possession and risk) shall be made in accordance with INCOTERMS 2020 as stipulated in the Contract. The contracting parties shall individually stipulate further delivery conditions as required.
- (2) The customer shall document by his signature in the delivery receipt that he has received the Deliverable.

- (3) Delivery periods and dates are only binding if they have been confirmed by GM in text form. Unless otherwise agreed, the delivery period shall commence upon conclusion of the Contract, but not before the customer has provided the documents, approvals, releases to be obtained and the agreed advance payment has been received. GM's compliance with the delivery periods is in principle subject to the following conditions: (i) all official formalities (such as import, export, transit and payment permits) have been complied with, (ii) the payments due under the Contract have been made, (iii) any agreed securities (e.g. letters of credit) have been provided, (iv) the customer has fulfilled all other obligations due prior to delivery (in particular, where applicable, making the place of delivery available in accordance with GM's instructions) and (iv) the essential technical points have been clarified.
- (4) If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarder, carrier or other third party entrusted with the transport or the time at which GM has notified the customer that the Deliverables are ready for shipment.
- (5) GM may - without prejudice to its rights arising from default - demand from the customer an extension of delivery and performance obligations or a postponement of delivery and performance dates by the period of time during which the customer fails to comply with its contractual obligations towards GM.
- (6) GM shall not be liable for impossibility of delivery or for delays in delivery to the extent caused by force majeure or other events unforeseeable at the time of the conclusion of the Contract (e.g. epidemics, mobilisation, war, civil war, acts of terrorism, riots, political unrest, revolutions, sabotage, major breakdowns, accidents, labour disputes, late or defective delivery of raw materials, semi-finished or finished products by sub-suppliers, scrapping of important workpieces, acts or omissions of public authorities or governmental or supranational bodies, embargoes, unforeseeable transport difficulties, fire, explosion, natural disasters) for which GM is not responsible. If the aforementioned hindrances are of temporary duration, the delivery and performance deadlines shall be extended or postponed by the period of the hindrance plus a reasonable start-up period. This shall equally apply in the event that the circumstances should occur at a sub-supplier of GM. If such a delay in delivery lasts longer than 4 months and if a further delay in delivery cannot be reasonably expected, both parties have the right to withdraw from the Contract by immediate declaration in text form.
- (7) If GM is in delay with a Deliverable, the customer is entitled, within the framework of an exclusive remedy, to claim liquidated damages for delay, provided that the customer proves that the delay was caused by GM's fault and that the customer has suffered damage as a result. If the customer can be accommodated by the delivery of substitute material, the customer shall not be entitled to claim liquidated damages for delay. The liquidated damages for delay shall not exceed 0.5% for each completed week of delay, but in total not more than 5% of the Contract Price of the delayed part of the delivery. No compensation shall be due for the first two weeks of delay.
- (8) After the maximum amount of the compensation for delay has been reached, the customer shall grant GM a reasonable grace period in writing. If such grace period is not complied with for reasons for which GM is responsible, the customer has the right to reject the delayed part of the delivery. If a partial acceptance is not economically justifiable for the customer, the customer is entitled to withdraw from the Contract and to demand reimbursement of the amount already paid against return of the delivered Deliverables.

§ 8

Place of performance, shipping and packaging

- (1) The place of performance for all obligations arising from the contractual relationship is the registered office of GM, unless otherwise specified. If GM is also responsible for assembly and installation as a result of a separate order, the place of performance is the place where the installation is to take place.
- (2) The method of dispatch and the packaging are subject to the dutiful discretion of GM.

§ 9

Transfer of risk, receipt, insurance and acceptance

- (1) The risk shall pass to the customer upon handover of the Deliverable at the agreed place of delivery in accordance with INCOTERM 2020, at the latest upon handover of the Deliverable (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This shall also apply if partial deliveries are made or if GM has taken over other services (e.g. shipment or installation). If the dispatch or the handing over is delayed due to a circumstance whose cause lies with the customer, the risk shall pass to the customer from the day on which the Deliverable is ready for dispatch and GM has notified the customer thereof.
- (2) After the transfer of risk, the customer shall bear the storage costs. The same applies if the customer, after having been notified by GM that the Deliverable is ready for dispatch, delays the collection and/or the acceptance of the Deliverable due to reasons for which GM is not responsible. In these cases, the storage costs incurred by GM amount to 0.35 % of the Contract Price of the Deliverable to be stored per day, but at least EURO 200 per day. GM reserves the right to claim and prove further damages (e.g. as a result of higher storage costs or further acceptance delay costs).
- (3) The customer shall immediately inspect the Deliverable on site or, upon delivery, have them checked by way of an incoming goods inspection. Any transport damage must be reported immediately to the carrier (including a written note on the delivery note) and GM must be notified.
- (4) The Deliverable will only be insured by GM at the customer's explicit request and at the customer's expense against theft, breakage, transport, fire and water damage or other insurable risks.
- (5) Any agreed acceptance must be carried out without delay on the acceptance date, optionally after the supplier's notification of readiness for acceptance. Acceptance may not be refused if there are deviations which only insignificantly affect the overall functionality of the Deliverable, measured against the performance specification as set out in the Contract. Acceptance shall also be deemed to have taken place
 - a) if the customer does not participate in the acceptance test despite prior request;
 - b) if the acceptance test cannot be carried out on the scheduled date for reasons beyond GM's control;
 - c) if the customer refuses acceptance without being entitled to do so;
 - d) as soon as the customer starts using the Deliverable.

§ 10

Retention of title

- (1) GM retains title to the Deliverable until receipt of all payments under the Contract.
- (2) GM is entitled to insure the Deliverable at the customer's expense against theft, breakage, fire, water and other damage, unless the customer has demonstrably taken out the insurance himself.
- (3) The customer may only sell, pledge or assign the Deliverable as security with the prior written consent of GM. In the event of seizure, confiscation or other dispositions by third parties, the customer shall immediately notify GM thereof.
- (4) In the event of a breach of Contract by the customer, in particular in the event of non-payment despite the due date, GM is entitled to withdraw from the Contract in accordance with the statutory provisions and to demand the return of the Deliverable on the basis of the retention of title and the withdrawal. The assertion of the retention of title as well as the seizure of the Deliverable by GM shall not be deemed to be a withdrawal from the Contract.
- (5) If the customer resells the Deliverable in the ordinary course of business, the customer hereby assigns to GM all claims in the amount of the final invoice amount (including VAT) accruing to it against its customers or third parties from the resale, irrespective of whether the Deliverable has been resold without or after processing. The customer remains authorised to collect this claim even after the assignment. The authority of GM to collect the claim itself remains unaffected. However, GM undertakes not to collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended. However, if this is the case, GM may require the customer to disclose to GM the assigned claims and their debtors, to provide all information necessary for collection, to hand over the relevant documents and to inform the debtors (third parties) of the assignment.
- (6) The processing or transformation of the Deliverable by the customer is always carried out for GM. If the Deliverable is processed with other items not belonging to GM, GM acquires co-ownership of the new item in proportion to the value of the Deliverable to the other processed items at the time of processing. The same applies to an object created by the processing of the Deliverable.
- (7) If the Deliverable is inseparably mixed with other items not belonging to the customer, the customer shall acquire co-ownership of the new item in proportion of the value of the Deliverable to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer transfers co-ownership to GM on a pro rata basis. The customer shall keep the sole ownership or co-ownership thus created in safe custody for GM.
- (8) The customer assigns to GM the claims to guarantee GM's claim against a third party arising from the combination of the Deliverable with a property.
- (9) Upon customer's request, GM undertakes to release the securities to which it is entitled to the extent that the value of the securities exceeds the claims to be secured by more than 20%. The selection of the securities to be released is incumbent on GM.

- (10) The application for the opening of insolvency proceedings entitles GM to withdraw from the Contract and to demand the immediate return of the Deliverable.
- (11) The customer is obliged to cooperate in all measures necessary to protect GM's property. In particular, upon conclusion of the Contract, the customer authorises GM, at the customer's expense, to enter or register the retention of title in the required form in public registers, books or the like and to comply with all related formalities, in accordance with the relevant national laws.

§ 11

Warranty, material defects

- (1) The delivery of used items to entrepreneurs is made to the exclusion of any warranty for defects. The exclusion does not apply to liability for bodily injury and damage to health as well as for gross negligence.
- (2) The exact specifications of the Deliverable are set out in the respective performance description contained in the order confirmation. Insignificant deviations in the delivery or provision of the Deliverable shall not be deemed a defect and shall not entitle the customer to withhold the agreed payment(s). Insofar as the parties have agreed on a quality of the Deliverable, objective requirements for the Deliverable shall not apply in this regard.
- (3) The warranty period for a new Deliverable is one year from delivery or, if acceptance is required, from acceptance.
- (4) Deliverable shall be inspected carefully immediately after delivery to the customer or to a third party designated by the customer. In the case of new Deliverable, obvious defects or other defects which would have been identifiable in the course of an immediate, careful inspection shall be deemed to have been approved by the customer if GM does not receive a notice of defect in text form within 7 (seven) working days after delivery. With regard to other defects, the new Deliverables are deemed to have been approved by the customer if the notice of defect is not received by GM in text form within 7 (seven) working days after the point in time at which the defect became apparent; however, if the defect was already apparent to the customer at an earlier point in time during normal use, this earlier point in time shall be decisive for the commencement of the period for giving notice of defect. At the request of GM, a delivered item which is the subject of a complaint must be returned to GM carriage paid. In the case of a justified complaint, GM will reimburse the costs of the most favourable shipping route; this does not apply insofar as the costs increase because the delivered goods are located at a place other than the place of intended use.
- (5) In the case of material defects of new Deliverable, GM shall first be obliged and entitled to rectify the defect or to make a replacement delivery at its discretion within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the customer may withdraw from the Contract or reasonably reduce the Contract Price.
- (6) If a defect is due to the fault of GM, the customer may claim damages under the conditions set out in § 14.

- (7) In the case of defects in components of other manufacturers which GM cannot remedy for licensing or factual reasons, GM will, at its option, assert its warranty claims against the respective manufacturers and suppliers for the account of the customer or assign them to the customer. Warranty claims against GM shall only exist in case of such defects under the other conditions and in accordance with these GTC if the legal enforcement of the aforementioned claims against the manufacturer and supplier has been unsuccessful or is futile, for example due to insolvency. For the duration of the legal dispute, the limitation of the relevant warranty claims of the customer against GM shall be suspended.
- (8) The warranty shall not apply if the customer modifies the Deliverable or has it modified by a third party without the consent of GM and if the rectification of the defect becomes impossible or unreasonably difficult as a result. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.
- (9) Claims for the removal of defects shall also not exist in the event of faulty assembly or commissioning and/or operation of the Deliverable by the customer or third parties. The same applies to natural wear and tear as well as the use of unsuitable operating and production materials.

§ 12

No warranty

- (1) GM will test and document the tangible Deliverable it offers for technical malfunction. However, this does not imply the issuing of contractual warranties.
- (2) Insofar as a contractual guarantee should be offered by GM in an individual case, the written conclusion of a warranty contract is required for its effectiveness.

§ 13

Defects of title

- (1) If a third party asserts justified claims against the customer due to the infringement of industrial property rights or copyrights in the Federal Republic of Germany with regard to the Deliverable, GM shall, at its option and at its expense, obtain the requested right of use or modify or replace the Deliverable in such a way that an infringement of property rights no longer exists. If this is not possible with a reasonable effort, both GM and the customer are entitled to withdraw from the Contract. Any claims for damages are subject to the limitations set out in § 14 of these GTC.
- (2) The regulation according to § 13 para. (1) shall only apply if the following conditions are met:
 - a) the customer shall notify GM without undue delay in text form of any claims of a third party.
 - b) the customer may not acknowledge an infringement of rights asserted against him or her.
 - c) the customer shall authorize GM to conduct any judicial and extrajudicial dispute with the third party on its own.

- d) the claims may not be based on the fact that the customer has modified the Deliverable or used it under other conditions of use or with parts not supplied by GM.
 - e) The Deliverable may not have been manufactured according to drawings or on the basis of other information provided by the customer.
- (3) In the event that a Deliverable is manufactured according to a drawing or other information provided by the customer, the customer shall indemnify GM against any claims of third parties upon first request.
 - (4) Furthermore, GM does not warrant that the products manufactured with the Deliverable do not infringe any third-party property rights.
 - (5) In all other respects, GM shall be liable only in accordance with the provisions of § 14 of these GTC.

§ 14

Liability for damages due to fault

- (1) GM's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contractual negotiations and tort, shall be limited in accordance with the provisions of this § 14, insofar as fault is relevant in each case.
- (2) GM shall not be liable in case of ordinary negligence of its organs, legal representatives, employees or other vicarious agents, unless it concerns a breach of material contractual obligations. Material contractual obligations are the obligation to deliver and install the Deliverable in due time (if a fixed delivery period has been agreed), to keep the Deliverable free from defects which impair its functionality or usability more than insignificantly, as well as advisory, protective and custodial obligations which are intended to enable the customer to use the Deliverable in accordance with the Contract or which are intended to protect the life and limb of the customer's personnel or to protect the customer's property against substantial damage. The provision under § 11 para. (1) remains unaffected.
- (3) To the extent that GM is liable on the merits for damages pursuant to § 14 (2), such liability shall be limited to damages which GM foresaw as a possible consequence of a breach of Contract at the time of the conclusion of the Contract or which it should have foreseen by exercising due care. Indirect damage and consequential damage resulting from defects in the Deliverable are also only compensable insofar as such damage is typically to be expected when the Deliverable is used for its intended purpose.
- (4) The above exclusions and limitations of liability apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of GM.
- (5) Insofar as GM provides technical information or acts in an advisory capacity and such information or advice is not part of the contractually agreed scope of services owed by it, this shall be done free of charge and to the exclusion of any liability.
- (6) The limitations of this § 14 shall not apply to GM's liability for wilful misconduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act.

§ 15

Assignment

- (1) GM is unrestrictedly entitled to assign all present and future claims against the customer arising from the contractual relationship to a third party, e.g. under a factoring agreement.
- (2) The customer is not entitled to assign its claim arising from the contractual relationship to third parties without the prior written consent of GM.

§ 16

Confidentiality

- (1) GM retains ownership and copyright of cost estimates, drawings, technical documentation, documents and similar information of a tangible and intangible nature, including in electronic form. These documents and information may not be made available to third parties without their express consent. The customer must return these items to GM in full on request and destroy any copies made if they are no longer required by him in the ordinary course of business or if the Contract negotiations have not been concluded.
- (2) Unless otherwise agreed, brochures, catalogues and the information on the Website are not binding. Details in technical documents are only binding if they are expressly designated as such.

§ 17

Data privacy

- (1) The customer acknowledges that GM stores the data arising from the contractual relationship in accordance with § 28 of the Federal Data Protection Act for the purpose of data processing and reserves the right to transmit the data to third parties (e.g. insurance companies, forwarding agents) to the extent necessary for the performance of the Contract.
- (2) For the remainder, reference is made to the respectively valid data protection declaration, which can be accessed and printed out at any time under www.gindumac.com.

§ 18

Export control

The customer acknowledges that the Deliverable may be subject to German and/or foreign statutory provisions and regulations on export control and may not be sold, rented or otherwise passed on or used for a purpose other than the agreed purpose without an export or re-export permit from the competent authority. The customer undertakes to comply with these provisions and regulations. This includes that he shall not, directly or indirectly, export, re-export or transfer or cause to be exported, re-exported or transferred the Deliverable or software to any country, person, company, organisation or entity to which such export, re-export or transfer is restricted or prohibited, including any country, person, company, organisation or entity subject to sanctions or embargoes administered by the German Government, the European Union or any other competent governmental authority. He is aware that these are subject to change and that they apply to the contract as amended from time to time.

§ 19

Final provisions

- (1) If the customer is a merchant, a legal entity under public law or a special fund under public law or if he has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between GM and the customer shall be, at the discretion of GM, its registered office in Kaiserslautern or the registered office of the customer. In such cases, however, the place of business of GM in Kaiserslautern shall be the exclusive place of jurisdiction for actions against GM. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.
- (2) The relations between GM and the customer shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is not applicable.
- (3) Insofar as the Contract or these GTC contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the Contract and the purpose of these GTC if they had known about the loopholes.