

General Terms and Conditions

SGB International GmbH

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1 General, scope

- 1.1 The following general terms and conditions ("General Terms") shall apply exclusively to all our services rendered, all goods or materials delivered and all information ("Goods") given by SGB International GmbH ("SGB") and/or its personnel, auxiliaries and other appointees ("Personnel") to our Customers or clients ("Customer").
- 1.2 We do not accept conflicting or different terms and conditions of our Customers, unless we have explicitly agreed in writing to the validity of such terms and conditions. Our General Terms shall also apply in the case that we accept a request to conclude a contract or accept services or goods of our Customers without reservation, even if we are aware of conflicting or different terms and conditions of our Customers.
- 1.3 Our General Terms shall also apply to all future contracts with the Customer.
- 1.4 Oral agreements do not exist. Modifications and amendments to these General Terms and all other agreements between SGB and its Customers with regard to the execution of a closed contract have to comply with the requirement of text form. The requirement of text form also applies to the abolition of the requirement of text form.

2 Costs, Specifications, Documents, Delivery

- 2.1 The Customer shall bear all shipment and packaging costs of all Goods.
- 2.2 All specifications given in sketches as well as dimensions and weight specifications are approximate values only.
- 2.3 In cases of small orders with a net purchase value less than EUR 30.00, we charge an additional handling fee plus postal charges and costs of packing.
- 2.4 We reserve the full property right and title on sketches, cost estimates and similar documents as well as on tools and Goods which have been produced in context with the order, even if the Customer is charged separately for such items.
- 2.5 The delivery period specified shall not begin earlier than the day on which the parties have agreed on all details concerning the contract and delivery of the Goods. In case the Customer has to provide technical specifications, materials or tools or has to make down payments, the delivery period shall not commence before the receipt of such specifications, materials, tools or payments by SGB.
- 2.6 Partial delivery is allowed.

3 Passing of risk

- 3.1 We have accomplished our delivery obligations and the risk of destruction or damage is transferred to the Customer as soon as the Goods are handed over to the post office, the railway station, the carrier or the carrying agent. The same applies as soon as the Goods have been loaded on one of our vehicles for the purpose of transport to the Customer.
- 3.2 All deliveries are performed at the risk of the Customer.
- 3.3 We are entitled, but not obligated, to insure the delivery and Goods in the name and at the expense of the Customer.

4 Warranty

- 4.1 Notification of defects must be asserted immediately upon receipt of the Goods. The defective Good has to be provided to SGB with the notification of defects.
- 4.2 Notification of defects concerning hidden defects must be asserted immediately after discovery of the defect. The defective Good has to be provided to SGB with the notification of defects.
- 4.3 Any warranty will end 24 months after beginning of operation of the device, equipment or Good, in any case latest 27 months after the date of delivery.
- 4.4 Any warranty and any eventually given guarantees will expire and we will not be liable for defects,
 - 4.4.1 if the Goods, devices or apparatus are not installed according to the applicable and relevant regulations by a qualified, accredited and specialised person or company,
 - 4.4.2 in case of damages which are caused by incorrect operation of the Goods or devices, especially in case of damages caused by continuous stress by virtue of insufficient impermeability of the complete system, dirt, fouling or other external influences,
 - 4.4.3 if the Customer or any other party makes modifications or repair works on the Goods or devices without our previous approval,
 - 4.4.4 if defective parts are not shipped to us on our request and /or if we have no opportunity to examine the defect at the Good or device.
- 4.5 In case of a timely and legitimate notification of defects, the Customer is entitled to claim the retraction of the rejected Goods and a compensation delivery. At our choice we are entitled to repair the rejected Good instead of sending a compensation delivery. In any case we replace only such parts, which are defective with regard to the material or work. Replaced parts will be our property. Our warranty does not integrate the costs of mounting or dismounting or any other expenses originated by the replacement. Our warranty does not include any kind of wear and tear, any damages which occur after passing of risk or are caused by incorrect or negligent treatment, excessive strain, inappropriate machinery materials, imperfect construction works, inappropriate foundation, chemical, electro-chemical or electric influences. The Customer has to concede us an adequate period of time for all kinds of replacements, repairs, etc. as well as for delivery of replacement parts. If the Customer does not concede us this period of time, our warranty and any obligation connected with it expires. If repair and replacement are not possible or fail, the Customer is entitled at his own option to withdraw from the contract or to require an adequate abatement on the purchase price.
- 4.6 Other or further claims or warranty claims, especially claims on compensation of installation costs and costs of third parties, are excluded. This exclusion does not apply with regard to costs and damages which are originated by a lack of qualities which we have expressly guaranteed in written form. The exclusion of warranty claims includes all damages, which happen to other objects besides the delivered Goods. The exclusion applies as well to contractual claims or claims in tort on damages occurred to the totality of Goods after the passing of risk, which are caused by an initially delimited defect of low value of a part of the Goods.

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- 4.7 We shall not be liable for defects caused by inappropriate or careless usage or incorrect mounting, installation, commissioning or operation.
- 4.8 Our warranty does not include parts, which may be perished premature due to their consistence or category of usage (e.g. pumps, valves, gaskets, etc.). Furthermore, we are not liable for defects or corrosion damages caused by humid or inappropriate installation environments.
- 4.9 Variations in colour, dimensions, weight or quality, which are insignificant or customary in trade, shall not be considered to be defects.

5 Mounting, start of operation and functional test of leak detectors and leak detecting systems

- 5.1 If the mounting, start of operation and/or functional test of leak detectors or leak detecting systems is agreed, the Customer has to ensure that the following requirements are met in order to support and protect SGB and its Personnel:
 - (1) Compliance with all suitable, legal or otherwise necessary safety measures for the hazard-free and safe execution of the works (i.e. general safety briefing, operational safety measures, consistency requirements of the site) and handover of accordant information and supporting documents before start of work.
 - (2) Handover of instructions before start of work in particular regarding
 - a) precautionary measures for a safe work which have to be met or carried out
 - b) classification of areas in ex-zones (explosive areas)
 - c) requirements which have to be met by work equipment
 - (3) On-site briefing of the Personnel which undertakes the works with regard to emergency exits and escape ways, safety installations and contact partners in compliance with accredited or legally imposed technical rules in the relevant version.
 - (4) Allocation of a supervisor during the execution of works.
 - (5) Submission of the explosion prevention document before start of works within explosive areas.
 - (6) Submission of particular protective clothing if this protective clothing is postulated by requirements of the site or the system or other safety measures (i.e. fire-proof or fire-resistant suits).
 - (7) Establishment of a free and riskless access to the leak detectors, connection of tanks and other installation locations (i.e. absence of gas in manhole pits or inspection pits, provision of hoisting platforms or skeletons)
 - (8) Submission of a competent person during emptying of condensate bin in order to evaluate whether the content is water, condensate or product
- 5.2 If the aforementioned information or other information required for the execution of the works is not provided in total in due time before start of works, SGB will generate in coordination with the Customer to its best knowledge a list of works to be carried out, including the correspondent safety measures and requirements which have to be met by work equipment. The proposed works, safety measures and requirements have to be approved by the Customer, who incurs the full responsibility for these works, safety measures and requirements. Expenses of SGB have to be reimbursed by the Customer and will be invoiced by SGB.
- 5.3 SGB is entitled to resign from the contract, to refrain from start of work or to stop the execution of works if SGB respectively its responsible Personnel estimates that safety requirements or safety prerequisites are not met or not longer met. In this case the Customer is not entitled to demand any indemnification or compensation of loss and damages including consequential or secondary damages of any kind. The Customer has to remunerate SGB its expenditures and its loss of profit.

6 LOD Leak detection and online diagnostics

- 6.1 The agreement on the provision of a Leak Detection Online Diagnostics („LOD“) includes the remote monitoring of the performance of the leak detector and the detection of leaks according to the following provisions:
 - (1) Depending on the type of ordered hardware components, LOD transmits data of operating states (Operating Data) and alarms of a SGB manufactured leak detector by means of an Ethernet data transfer module over the internet or by means of a GSM data transfer module over a GSM-mobile network („Mobile Network“) run by a mobile network operator („Mobile Network Operator“) to an internet platform run by SGB or a subcontractor of SGB („Internet Platform“).
 - (2) Depending on the type of leak detector all or part of the following Operating Data are transmitted by LOD to the Internet Platform for the purpose of function control:
 - a) Current pressure of the system
 - b) Leak tightness of the installation (leak detector plus connected tanks or tubes)
 - c) Alarm of dry-filter (for maintenance purpose)
 - d) Operating frequency and total currency of pump (for maintenance purpose)
 - e) Failure of electro magnetic valve (only vacuum leak detectors)
 - f) Fault report of electronic system
 - g) Measurement data of additional external digital sensors (if connected)
 - h) Measurement data of additional external 4-20 mA sensors (if connected)
 - (3) In case of alarm triggered by a leak detector an alarm message is directly sent over the internet respectively by SMS to the Internet Platform.
 - (4) In case of an alarm the Internet Platform sends automatically and directly a message – depending on the decision of the Customer – by Email or by SMS to the addressee appointed by the Customer (Customer, installation company or installer).
 - (5) In case of operating default, a pending maintenance or absence of the daily operating data report the Internet Platform automatically sends a message after the determined time of daily operating report – according to the choice of the Customer – by Email or SMS to the addressee determined by the Customer.
 - (6) If agreed, the Customer has access to a password protected site of the Internet Platform exclusively dedicated to the Customer which shows all operating data and alarms of his leak detector equipped with LOD.

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- 6.2 The contractual function of the Leak Detecting Online Diagnostics presupposes:
- (1) In the area of responsibility of the Customer
 - a) Either: Acquisition of a GSM data transfer module from SGB and conclusion and sustainment of a service agreement with SGB with regard to the provision of Leak Detection Online Diagnostics ("LOD-Agreement") and the compliance of all obligations emanating from this agreement,
Or: Acquisition of an Ethernet data transfer module from SGB. Such acquisition covers the consideration of LOD-Services for the first 5 years. SGB reserves the right to charge fees for the use of LOD-Service by means of an Ethernet data transfer module after expiration of the first 5 years.
 - b) In case of operation based on an Ethernet data transfer module, the provision of a LAN-link between the Ethernet data transfer module and a router which is connected with the internet ("Router") is necessary. The Ethernet data transfer module is pre-set for a DHCP-configuration and will register automatically within the network in general. If the registration does not take place automatically, a manual configuration by the IT-administrator of the client can be effected. SGB is not liable for damages, detriments and failures of LOD-components and LOD-services caused by such manual configuration of the Ethernet data transfer module. The configuration of a proxy-server is not possible.
 - c) Installation and maintenance of leak detectors and the requisite components of Leak Detector Online Diagnostics ("LOD-Components") at the Customer is conducted by SGB or a SGB authorized partner.
 - d) The LOD-Components and the data transfer modules are safeguarded adequately against manipulation and damaging effects of the environment (especially humidity, mechanical damages, etc.).
 - e) Any adverse effect on the LAN-link between the Ethernet data transfer module and the Router respectively the radio communication of the LOD-Components to the Mobile Network is impossible (especially shadowing effects, buildings, electro-magnetic radiation, etc.),
 - f) A constant electric power supply of the LOD-Components and the data transfer module respectively the LAN-components as well as an internet connection is warranted and
 - g) In case of dysfunction of the Router or the LAN-link such dysfunction will be remedied immediately (i.e. by reboot)
 - (2) In the area of responsibility of subcontractors:
 - a) the Mobile Network Operator respectively the internet operator comply with its contractual obligations (availability as customary in the market)
 - b) the operator of the Internet Platform complies with his contractual obligations (98% availability)
- 6.3 SGB is not liable for any direct or indirect, material or immaterial damage or loss caused by any non- or malfunction of LOD or LOD-Components, any noncompliance with the requirements set out in paragraph 6.2 by the Customer or any subcontractor or any contractually accorded limitation of availability. Furthermore SGB is not liable for any unauthorized access to the website dedicated to the Customer (Paragraph 6.1 (6)) and any unauthorized use of any data of this website, if the access has been realized by the use of password provided by SGB by a non authorized person. The provisions regarding liability in paragraph 13 apply additionally.
- 6.4 SGB is not liable for the continuous compatibility of the deployed Ethernet data transfer module with the components used by the client for the internet connection (especially LAN-links, Router, etc). SGB affirms the compatibility of the Ethernet data transfer module with replacements of the initially delivered LOD-components for a period of 5 years since installation of the Ethernet data transfer module. If after this period of time a modification or substitution of LOD-components necessitates the substitution of the Ethernet data transfer module and/or the deployment of additional provisions and efforts, all relating costs will be at client expense. The same applies if LOD-components will be modified or extended by request of the client within 5 years after installation of the Ethernet data transfer module.
- 6.5 The Customer agrees that for purposes of contract management the data specified in paragraph 6.1 (1) and (2) as well as the name and address of the Customer may be accessed, stored and or edited by SGB, sent to the subcontractors mentioned in paragraph 6.2 (2) and/or other entities authorized by SGB (i.e. dealer), accessed, stored and or edited by these subcontractors or entities. SGB is authorized to delete any stored data after one year after expiry of the LOD-agreement, if no a dissenting legal obligation applies.
- 6.6 In case of acquisition of a GSM data transfer module and conclusion of a LOD-Agreement for the provision of Leak Detection Online Diagnostics, such LOD-Agreement has a duration of one year. In case of acquisition of an Ethernet data transfer module the provision of Leak Detection Online Diagnostics is included for a time period of 5 years since date of acquisition. The duration of the respective agreement is extended each time automatically for one year if not cancelled in written form with a cancellation period of 3 months before the respective end. A cancellation for good cause is possible at any time. If SGB communicates a modification of the LOD-terms and conditions and/or the remuneration of LOD-services to the client in written form or in text form latest 3 months before expiration of the respective term, such modified terms and conditions and/ or modified remuneration will become effective part of the agreement.
- 6.7 The LOD-Fee foreseen in the LOD-Agreement is an annual fee and has to be paid in advance within 2 weeks after closure of the LOD-Agreement or its prolongation according to paragraph 6.5. SGB is authorized to stop all services foreseen in the LOD-Agreement or in this paragraph 6 without prior notice or to cancel the LOD-Agreement for good cause, if the annual LOD-Fee has not been received in total on the bank accounts of SGB within 2 months after closure or prolongation of the LOD-Agreement. Any continuation of service despite of missing or incomplete payments shall not be construed as waiver.
- 6.8 If a Customer concludes a contract about the procurement of Leak Detection Online Diagnostics in his own name with a third party, the Customer is a Retailer and the following provisions apply:
- (1) The Retailer is deemed to be a Customer according to the provisions set out above with the effect that all preceding provisions apply on the relationship between SGB and the Retailer. Furthermore the Retailer has to take care that the preceding provisions shall be accorded between the Retailer and his customers.
 - (2) The Retailer assures that provisions as stipulated in paragraph 6 and 13 of these General Terms will be included in the contract between the Retailer and his customer in such way, that the use of LOD can not generate other or further claims against SGB as according to these General Terms are possible or foreseen.

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- (3) If the Retailer does not comply with the obligations set out in this paragraph, the Retailer has to exempt SGB from all charges or claims which are asserted against SGB because of or in context with any LOD marketed by the Retailer. In any case, the liability of SGB keeps being limited as set out in these General Terms.
- (4) If not agreed otherwise, the obligations of SGB are limited to the settlement of the fees of the Mobile Network Operator and the operator of the Internet Platform as well as to the establishment of a website on the Internet Platform mentioned in paragraph 6.1 (6). The Retailer is obliged to render all other LOD-Services and related services to the third party. In particular the Retailer is responsible for the administration of all devices and the fostering of the Customer-data.

6.9 The Retailer is not allowed to act or conclude legal acts on behalf of or in the name of SGB.

7 Obligation of disposal

- 7.1 The Customer incurs the obligation to dispose the delivered Goods after end of use at his own costs according to the legal provisions. The Customer releases SGB from any legal obligation similar to the German § 10 (2) Electric Apparatus Act and any third party claim connected to such regulation.
- 7.2 Our right to recourse does not prescribe before the end of two years after the definitive end of the use of the Goods. This period of two years commences with the written notification of the Customer about the end of use.

8 Violation of third party rights

- 8.1 If SGB executes an order according to Customer specifications (design, etc.), the Customer shall be solely responsible to provide the necessary rights of commercial exploitation of these specifications or documents.
- 8.2 If the production or distribution of Goods according to the specifications of the Customer violates any right of any third party or any provision regarding the labelling of Goods, the Customer shall be obliged to exempt SGB from all possible claims of third parties and to reimburse any costs incurred by SGB.

9 Terms of payment

- 9.1 Payments shall be due 14 days after the date of invoice without any discount.
- 9.2 For avoidance of doubt, the day of validation on our accounts is decisive with regard to the punctuality of any payment.
- 9.3 If no other agreements are made, payments are set off against the oldest outstanding account including corresponding accessory claims.
- 9.4 SGB may demand prepayment in case of new customers or in case of orders with exceptional order value. An order shall be understood as an order with exceptional order value if the order exceeds € 5,000.00 or 50% of the average order value of the last year.
- 9.5 A right of retention and any offset of counterclaims against our demands is excluded unless the counterclaim of the Customer is not disputed by us or asserted by a final and conclusive legal title.

10 Default, deterioration of financial situation

- 10.1 Unless otherwise agreed, the Customer is in default if he has not paid on due date.
- 10.2 During the time of default the Customer has to pay a default interest of 9 % above base rate according to § 288 German Civil Code, if the Customer is not a consumer.
- 10.3 For each written reminder of payment after due date we charge a fee of € 10.00.
- 10.4 During default of the Customer we shall not be obliged to deliver or manufacture ordered Goods until all overdue amounts are paid.
- 10.5 If the Customer is in default and does not pay the due amounts within an additional period of grace set by SGB, SGB is entitled to withdraw from the contract.
- 10.6 In case of default and in case of deterioration of Customer's financial position (e.g. protest for non-payment) or transfer of Customer's business to a third party, liquidation of Customer's business or death of Customer, we are entitled to demand prepayment for all undelivered Goods. If the Customer refuses to accept this procedure, all claims shall fall due for immediate payment.
- 10.7 In case of application or opening of insolvency proceedings all claims of SGB fall immediately due.

11 Default in delivery, force majeure

- 11.1 If SGB exceeds a non-binding delivery date or a non-binding term of delivery, SGB will only be in default of delivery, if SGB does not accomplish the delivery within an additional adequate grace period set by the Customer in written form.
- 11.2 If SGB exceeds a binding delivery date or a binding term of delivery, the Customer has to set an adequate grace period to SGB in written form. SGB will only be in default of delivery, if SGB does not accomplish the delivery within this adequate grace period.
- 11.3 In case of a culpably caused default of delivery of SGB the Customer is entitled to withdraw from the contract, if he has set an adequate grace period and SGB has not accomplished the delivery within this grace period. Further claims are excluded, except the case of gross negligence on the part of SGB.
- 11.4 In case of acts of god or other circumstances, which happen independently of SGB's influence and make the production or delivery of the ordered Goods excessively difficult or expensive or temporarily impossible – e.g. difficulties in material procurement, business disruption, fire, strike, lock-out, vandalism, lack of transport capacities, stoppage of traffic, official interventions, breakdown of machines, embargoes of import or export, lack of energy supply, mobilisation, war, blockades, etc. –, SGB is released from the obligation of delivery during the time of disablement and their after effects. The same applies, if such acts of god or such aforesaid other circumstances happen to our supplier(s).

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- 11.5 If the circumstances mentioned in 11.4 result in that our delivery becomes impossible or unreasonable, our delivery commitment extinguishes. If a delay in delivery is longer than two months, the Customer is entitled to withdraw from the contract.
- 11.6 If our delivery commitment extinguishes, the delivery period is extended or the Customer withdraws from the contract, the Customer is not entitled to any claim for damages or indemnity.
- 11.7 All other or further claims of the Customer are excluded with the withdrawal of the Customer, especially claims originated before the withdrawal. This exemption does not apply in case of wilful acts or gross negligence on our part.

12 Retention of title

- 12.1 We retain the title to the delivered Goods until all claims resulting from the business relations are fulfilled. This includes interest, accessory claims, costs of a possible prosecution or a necessary intervention resulting from a seizure of the delivered Goods by a third party. If an execution is levied upon the delivered Goods, the Customer shall be obliged to notify us immediately. The Customer shall bear the costs of the necessary intervention.
- 12.2 In case of violations of the contract by the Customer, in particular in case of default in payment, we shall have the right to take back the delivered Goods. In case we take back the delivered Goods, this does not constitute a withdrawal from the contract by us, unless we have explicitly declared the termination of the contract in written form. Any seizure of the delivered Goods by SGB shall always constitute a termination of the contract. After retraction of Goods we shall have the right to exploit such Goods. The revenue generated by such exploitation shall be offset against SGB's compensation of reasonable exploitation costs and all other claims against the Customer.
- 12.3 In the case of seizure or other interventions of third parties, the Customer shall immediately notify us in writing so that we can institute an action as per § 771 ZPO German Code of Civil Procedure. If the third party is unable to reimburse the legal and extra-judicial costs, the Customer shall be liable for the loss incurred by us.
- 12.4 The Customer shall be entitled to resell the delivered Goods within the course of regular business. If the Customer resells the Goods, all claims against Customer's buyer or third parties are hereby assigned to us to the complete invoice amount (including VAT), regardless of whether the Goods are sold as they are or further processed. The Customer shall remain entitled to collect such claims even after the assignment. This does not affect our right to collect such claims ourselves. We will not collect such claims as long as the Customer meets his payment obligations from the revenue, the Customer is not defaulting in payment, no insolvency proceedings are filed against the Customer and no cessation of payments takes place. If any of the aforesaid conditions are not met, we shall be entitled to request the Customer to notify us of the assigned claims and the corresponding debtors. Upon our request, the Customer shall provide us all information and the appropriate documents necessary for the collection of such claims and notify its Customer of the assignment.
- 12.5 Processing or modification of the delivered Goods by the Customer shall always be made on our behalf. If delivered Goods are combined or processed with other Goods not belonging to us, we shall hold the title to the new product to a proportion that corresponds to the ratio of the value of the Goods delivered by us and the value of the other objects used in the new product at the time of processing. The provisions regarding retention of title shall apply to the new product resulting from further processing.
- 12.6 If the Goods delivered by us are combined with other objects not belonging to us in a way that it is impossible to separate such Goods and objects, we shall acquire co-ownership to such new products to a proportion that corresponds to the ratio of the value of the Goods delivered by us and the value of the other objects used in the combination at the time of processing. If Goods and objects are combined in such a way that the object of the Customer is the main object, the parties agree hereby that we shall acquire co-ownership to a proportional share. The Customer shall keep the Goods which are in our sole ownership or co-ownership in our behalf.
- 12.7 In order to secure our claims, the Customer assigns to us such claims against a third party, which are originated by the combination of the delivered Goods with real estate.
- 12.8 If the value of our securities exceeds the claims to be secured by more than ten percent, we will release a corresponding part of the securities upon request of the Customer. The assortment of the securities to be released shall be at our discretion.

13 Liability

- 13.1 We shall not be liable in case of violations of marginal contractual obligations caused by slight negligence. In any other cases of slightly negligent violations of obligations, our liability shall be limited to the foreseeable, contractually typical direct average damage with regard to the type of Goods or services covered by the contract. This shall also apply to slightly negligent violations of obligations committed by our legal representatives and vicarious agents such as employees, other staff, subcontractors, etc.
- 13.2 In case of gross negligence committed by simple vicarious agents, any claim for damage and indemnity shall be limited to the foreseeable, contractually typical direct average damage with regard to the type of Goods or services covered by the contract.
- 13.3 Customer's claims for damage and indemnity arising from a defect shall be subject to a period of limitation of one year after delivery of the Goods or acceptance of the service.
- 13.4 The limitations of liability and the period of limitations mentioned in this paragraph 13 or in other stipulations of this document shall not apply in case of injury or loss of life attributable to us. They shall neither apply in case of claims according to the German Product Liability Act, in case we have guaranteed certain qualities, in case of inability or impossibility to perform (provided we are responsible for such inability or impossibility to perform) or in case of wilful acts or gross negligence on our part.
- 13.5 Any other liability claims against us, regardless of the cause in law, shall be excluded.
- 13.6 If our liability is excluded or limited, such exclusion or limitation shall also apply to the personal liability of our legal representatives and our vicarious agents.

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14 Final provisions

- 14.1 The legal relations between us and our Customers as well as any dispute shall be governed exclusively by the laws of the Federal Republic of Germany. In no event the United Nations Convention on Contracts for the International Sale of Goods CISG applies.
- 14.2 Place of performance of our contractual obligations and the Customer's contractual obligations is 57076 Siegen.
- 14.3 Exclusive place of jurisdiction are the courts of Siegen.
- 14.4. The Customer is not entitled to assign any claim arising from a contract with SGB to a third party.
- 14.5 If any provision of these General Terms, of a contract between the Customer and SGB or the application thereof to any person or circumstances is held in total or partially invalid, such invalidity shall not affect other provisions or applications of these General Terms or contracts which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement and the contracts are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may correspond to the will of the parties if they had known the total or partial invalidity and be legal, valid and enforceable. The same applies in case of regulatory gaps.