

General Terms and Conditions of Delivery (GTC) of SD GmbH Klaus Hirsch

March 2023

§ 1 Scope

1. For all business transactions between us and the buyer, customer or orderer, hereinafter referred to as buyer or orderer, as well as for legal questions in initiating relationships and in business-like contacts, apply in addition to the other contractual agreements exclusively this GTC. We do not recognize other terms and conditions of the customer - even in the case of unconditional provision of services or acceptance of payment - unless we expressly agree to their validity in writing.

This also applies to general terms and conditions outside of the customer's general terms and conditions of purchase, in particular, but not only, to quality assurance agreements, framework supply contracts, supply contracts, consignment warehouse contracts and non-disclosure agreements of the customer, insofar as the regulations therein have not been negotiated with us.

2. These GTC apply to business transactions with entrepreneurs within the meaning of § 14 BGB; they also apply to all future business relationships without renewed involvement until we issue new GTC.

3. All agreements made between us and the customer within the framework of contract negotiations must be recorded in writing form, for reasons of proof and must be confirmed by both parties.

4. Subsidiary agreements, subsequent changes to the contract and the assumption of a guarantee, in particular the assurance of properties, or the assumption of a procurement risk must be made in writing form, if they were made by persons who are not authorized to represent. Silence from us does not mean consent.

§ 2 Advice

1. Our consulting services are based on empirical values. If the advice extends to circumstances over which we have no influence, such as the composition of the raw material or the services of subcontractors, the advice is non-binding. Failure to make statements does not constitute advice.

2. The advice extends as product and service-related advice exclusively to the products delivered and services provided by us. It does not extend to non-contractual advice, i.e. such statements that are given without products being sold or services being provided by us.

§ 3 Conclusion of contract

1. Our offers are valid for 10 working days after received by the customer, they are non-binding and are considered an invitation to submit an offer.

2. The order placed by the customer represents the application for the conclusion of a contract. We will accept the application within 10 working days, unless another acceptance period has been agreed.

3. The first processing of an offer is usually free of charge. Further offers and design work are only free of charge insofar as the delivery contract becomes and remains valid.

4. Descriptions and photographs of the products in technical documents, brochures, company brochures, catalogues, price lists, etc. are non-binding unless their inclusion in the contract has been expressly agreed; they do not release the customer from his own inspections.

Product and service descriptions on the Internet can of course only be of a general nature; if the customer wants to derive binding quality agreements from this or the suitability for use for the application he intends to use, he must refer to this in the order.

5. All information on the execution of the order must be given on time. This applies to all deliveries, services, works and other services provided by us. This includes in particular, but not only, information on the item description, number of pieces, dimensions, material, material composition, pre-treatment, processing specifications, treatment instructions, storage, standards and all other technical parameters and physical characteristics.

Missing, incorrect or incomplete information is not expressly agreed and does not establish any obligations on our part, neither in terms of performance and warranty claims nor in terms of claims for damages.

6. If the order placed by the customer deviates from our offer, the customer must indicate the deviations separately.

7. We are entitled to obtain further information that serves the proper execution of the order.

8. Orders should be placed in writing or electronically (EDI); Orders transmitted verbally or by telephone are carried out at the risk of the customer.

9. If the customer withdraws an order accepted by us, we are entitled, without prejudice to the possibility of claiming higher actual damage, to charge 10% of the delivery or service price for the costs incurred by processing the order and for the loss of profit. The customer retains the right to provide evidence of minor damage.

10. We reserve the right to carry out or have carried out the processing of the delivery or service items in another company without additional costs for the customer.

§ 4 Retrievals

1. In the case of delivery contracts on call, unless otherwise agreed, we must be notified of binding quantities by call at least 3 months before the delivery date. In individual cases it may be necessary to extend this period, for example due to material delivery times.

2. Additional costs caused by the customer due to a late call or subsequent changes to the call in terms of time or quantity shall be borne by the customer; our calculation is decisive.

3. Unless otherwise agreed, all call-off orders must be accepted within one year of the order being placed. If this period has expired, we are entitled to invoice the goods and send them at the customer's risk and expense or to withdraw from the contract immediately.

§ 5 Changes

1. A separate contractual agreement is required for changes to the delivery or service item after the conclusion of the contract.

2. We reserve the right to make appropriate changes to the delivery or service item in the event of missing or incorrect information. Disadvantages due to missing or incorrect information, in particular additional costs or damage, are borne by the customer.

3. We reserve the right to make technical changes to the delivery or service item that do not jeopardize the contractual objective.

4. Industry-standard deviations in quantity up to a maximum of 10% are permissible.

5. Partial deliveries or services are permitted as long as this only impairs use to an insignificant extent and does not jeopardize the purpose of the contract. They can be billed separately.

§ 6 Delivery time

1. Delivery dates, delivery deadlines and delivery times are ex works, unless otherwise agreed. If a delivery or service period has been agreed, this begins when the order confirmation is sent, but not before all details of the order have been completely clarified and all of the customer's obligations to cooperate have been properly fulfilled; the same applies to delivery or service dates.

2. In the event of mutual changes to the subject matter of the order, delivery or service periods and delivery or service dates must be re-agreed.

This also applies if the subject of the order was renegotiated after the conclusion of the contract without the subject of the order being changed.

3. Delivery or service deadlines and delivery or service dates are subject to the defect-free and timely advance delivery as well as unforeseeable production disruptions.
4. The delivery or service time is met if the delivery or service item has left our factory or has been handed over to the commissioned transport company in the factory by the time it expires, or we have notified us that it is ready for collection
5. We are entitled to provide the agreed delivery or service before the agreed time.

§ 7 Delay in acceptance

1. If the customer does not accept the goods on the agreed delivery/service date or expiry of the agreed delivery/service period due to circumstances for which he is responsible, we are entitled to reimbursement for the additional expenses incurred as a result. In particular, we are entitled to charge the customer for storage costs amounting to 0.5%, but no more than a total of 5%, of the price of the delivery or service for each month started. The contracting parties are free to provide evidence of higher or lower storage costs.
2. We are authorized to determine a suitable place of storage at the expense and risk of the customer and to insure the delivery or service items at his expense.
3. If we are entitled to demand damages instead of performance, we can, without prejudice to the possibility of asserting higher actual damages, demand 15% of the price as damages, unless the customer can prove that damage did not occur at all or was significantly lower than the lump sum is.

§ 8 Delay in delivery or service

1. If we do not meet the delivery or service date or the delivery or service period, the customer must set us a reasonable grace period, at least in text form.
2. The customer is entitled to withdraw from the contract if the grace period has expired without success.
3. If we are responsible for the non-compliance with agreed deadlines, the customer can claim compensation for each completed week of delay of 0.5%, but no more than 10% in total, provided he can prove that he has suffered damage as a result. of the net price for the delivery or service affected by the delay. This limitation of liability does not apply if timely delivery/provision of services was agreed as an essential contractual obligation or non-compliance is due to intent or gross negligence on our part.
4. At our request, the customer must declare within a reasonable period of time whether he is withdrawing from the contract due to the delay in delivery or service, demanding compensation in lieu of performance or insisting on delivery.
5. Fixed transactions within the meaning of § 376 HGB require a written agreement.

§ 9 Force Majeure

1. As force majeure (act of god, force majeure) are events that affect the contractual partner from the outside and impede or prevent the execution of the contract without the contractual partner having any influence on this. Force majeure can result in particular from war, fire, illness and the risk of illness, labor disputes, operational and traffic disruptions, orders from higher authorities, shortages of raw materials or energy.
In cases of impending or existing force majeure, the contracting parties will negotiate the reorganization of the contractual obligations. This applies in particular if events of force majeure lead or can lead to damage. This can involve damage caused by delay or claims for damages by customers in the subsequent supply chain. In particular, the parties will take into account the statutory distribution of liability in cases of non-performance or late performance, according to which claims for damages are generally dependent on fault. In particular, the necessity of a temporary or permanent non-delivery, the possibility of a less delivery, a later delivery or a different delivery are negotiated. Other deliveries are, for example, changed material specifications and a change of suppliers or raw materials. The contractual partners inform each other proactively about the beginning, type and end of the disruption.

2. A unilateral emergency production right of the customer is excluded.

§ 10 Price and Payment Conditions

1. Unless otherwise agreed, all prices are net in euros "ex works" plus statutory VAT at the time of invoicing. Ancillary costs such as packaging, freight, shipping costs, customs, assembly, insurance and bank charges will be charged separately. We only insure the goods to be shipped upon request and at the expense of the customer.
2. If there is a significant, at least 10%, change in wage, material, energy and/or transport costs, we are entitled to adjust the price accordingly, taking these factors into account and disclosing them.
3. We are also entitled to change the agreed price appropriately if there are changes before or during the execution of the order because the information provided by the customer and the documents made available were incorrect or changes are requested by the customer.
4. We are entitled to request a reasonable advance payment upon conclusion of the contract.
5. If a binding order quantity has not been agreed, we base our calculation on the non-binding order quantity (target quantity/forecast) expected by the customer for a specific period of time. If the customer purchases less than the target quantity, we are entitled to increase the unit price appropriately.
6. Unless otherwise agreed, invoices are due net within 10 days of the invoice date. They are to be paid without deductions. In the event of non-payment, the customer is in default without any further reminder. Cash discounts and rebates are only granted after separate agreement. Partial payments require a separate written agreement.
7. Payment by bill of exchange requires a separate prior agreement. The purchaser bears discount charges and exchange costs. Invoices are settled by check or bill of exchange only on account of performance and only count as payment after an unconditional credit.
8. There are several open claims from us towards the customer and if the customer does not pay for a specific claim, we are entitled to determine which of the open claims the payment was made for.
9. In the event of late payment, deferral or partial payment, we are entitled to demand standard bank default interest, at least 10 percentage points above the respective base interest rate, and to withhold further services until all due invoices have been settled. We reserve the right to prove greater damage.
10. If justified doubts arise as to the solvency or creditworthiness of the customer, eg due to sluggish payment, default of payment or check protest, we are entitled to demand security deposits or cash payment step by step against our performance. If the customer does not comply with this request within a reasonable period of time set for him, we are entitled to withdraw from the part of the contract that has not yet been fulfilled or to stop deliveries until receipt of payment. The period is not necessary if the customer is clearly unable to provide security.
11. The customer is only entitled to offset against our claims if his counterclaim is undisputed, has been legally established or is ready for a decision. The assignment of claims directed against us that are not monetary claims requires our consent.
12. The ordering party has a right of retention only if the counterclaim is based on the same contractual relationship and is undisputed or has been legally established or disputed, but is ready for a decision. If one of our services is undisputedly defective, the customer is only entitled to withhold payment to the extent that the retained amount is in reasonable proportion to the defects and the expected costs of remedying the defect.
13. The payment dates remain valid even if delays in delivery occur through no fault of our own.
14. In order for us to be exempt from sales tax for intra-community deliveries, we need a so-called confirmation of arrival from the customer. The customer is therefore obliged to confirm to us in writing after receipt of the subject matter of the contract that he as the customer has received the subject matter of the contract as the subject of an intra-Community delivery.
15. Insofar as value added tax is not included in our invoice, in particular because, based on the information provided by the

customer, we assume an "intra-community delivery" within the meaning of Section 4 No. 1 b i. In conjunction with Section 6 a UStG and we are subsequently charged value added tax (Section 6 a IV UStG), the customer is obliged to pay us the amount charged to us. This obligation exists regardless of whether we subsequently have to pay value added tax, import sales tax or comparable taxes domestically or abroad.

§ 11 Place of performance, transfer of risk, packaging

1. The place of fulfillment for the commissioned services and payments is our place of business.
2. The customer is obliged to accept the goods as soon as we have notified him that the services ordered have been completed. If the customer does not accept the service within two weeks of notification, acceptance is deemed to have taken place.
3. The risk of destruction, loss or damage to the goods is transferred to the customer upon notification of the completion of the goods. If shipping has been agreed, the risk passes to the customer when the goods are dispatched or handed over to the transport company.
4. Unless otherwise agreed, we determine the type and scope of the packaging. Disposable packaging will be disposed of by the customer.
5. If the shipment is made in returnable packaging, it must be returned carriage paid within 20 days of receipt of the delivery. The purchaser is responsible for loss of and damage to the returnable packaging.
Loaned packaging may not be used for other purposes or to hold other items. They are only intended for the transport of the delivered goods. Labels must not be removed.
6. If the goods are damaged or lost during transport, the customer must immediately arrange for an inventory and notify us of this. Claims from any transport damage must be asserted immediately by the customer with the forwarding agent.

§ 12 Obligation to examine and give notice of defects

1. It is the customer's responsibility to inspect the goods in accordance with § 377 HGB or comparable foreign national or international regulations immediately after delivery and to notify us in writing or in text form of any defects and damage identified at a later date. Otherwise the delivery is deemed to be approved free of defects. The regulation of § 377 HGB applies accordingly to services and work.
2. The further use of defective deliveries or services is not permitted. If a defect cannot be discovered when the goods are received or during the provision of the service, any further use of the delivery or service item must be discontinued immediately after discovery.
3. The customer will immediately provide us with a representative quantity of defective parts. He grants us the time required to examine the defect complained of. In the event of unjustified complaints, we reserve the right to charge the customer for the inspection costs incurred.
4. The notification of defects does not release the customer from meeting his payment obligations.

§ 13 Warranty

1. § 434 BGB applies in the version valid until 2021. Insofar as there is a defect in the delivery or service items, we are entitled to choose between remedying the defect, delivering a replacement or issuing a credit note within a reasonable period of time.
2. Improvements by the customer or third parties commissioned by him require our approval. In urgent cases, they are only permissible if we were given a deadline, albeit a short one, for rectification, which has expired without success, or if we have refused rectification within this period.
3. In the case of third-party products, even if they have been built into the delivery products or otherwise used, we are entitled to initially limit our liability to the assignment of warranty claims that we are entitled to against the supplier of the third-party products, unless the satisfaction is based on the assigned right fails or the assigned claim cannot be enforced for other reasons.

4. Claims by the customer for the expenses required for the purpose of supplementary performance, in particular transport, travel, labour, material and replacement costs are excluded if the expenses increase because the goods are subsequently sent to a different location than the original place of performance was spent unless the shipment corresponds to their intended use. This applies accordingly to the buyer's claims for reimbursement of expenses in accordance with § 445a BGB, provided that the last contract in the supply chain is not a consumer goods purchase.
5. The regulation of § 439 III BGB is not applicable if the product delivered by us has entered into a permanent connection with the customer's product. This applies in particular if our product has been permanently combined, mixed or processed with the customer's product ingredients. This is particularly the case if our product has been welded, joined or processed at a high installation depth, which entails considerable effort in terms of making our product accessible.
If the customer's product can be upgraded by repairing it in the installed state or by replacing individual parts within our product or by a comparable effective alternative measure for replacement, the provision of § 439 III BGB does not apply.
6. The same warranty conditions apply to replacement services and improvements as for the originally delivered item.
7. Warranty claims against us are only available to the direct customer and cannot be assigned without our consent.
8. As a supplier of semi-finished products and individual parts intended for use in the buyer's property, we are not a supplier within the meaning of §§ 445 a, 445 b and 478 BGB.
9. Unless otherwise agreed, the above paragraphs represent the final warranty for our products and services.
10. Our products do not contain and are not considered to be connected to any digital content or services.
11. The buyer is responsible for the comprehensive specification and quality agreement of the purchased item. In particular, it is the buyer's task to specify the intended use of the delivery products for his application.

Public statements made by another link in the contractual chain or on their behalf, in particular in advertising or on the label, are not binding on us.

Accessories including packaging, assembly, installation or other instructions are supplied as per contractual agreement.

§ 14 Defects of title, industrial property rights

1. Orders based on drawings, sketches or other information provided to us are carried out at the customer's risk. If, as a result of the execution of such orders, we intervene in third-party property rights, the customer shall indemnify us from claims by these rights holders and reimburse us for the costs and damages caused to us.
2. Our liability for infringements of property rights in connection with the use of the delivery or service items or with the connection or use of the delivery or service items with other products is excluded.
3. In the event of defects in title, we are entitled, at our discretion, to procure the necessary licenses or to remedy the defects by changing the delivery or service item to a reasonable extent.
4. Unless otherwise agreed, our liability for the infringement of third-party property rights is limited to property rights that are registered and published in Germany.
and copyrights to the materials, products, designs, forms, samples, services, drawings, illustrations, calculations and other (technical) documents provided by us. A transfer to third parties requires our prior written consent. In the case of planning services provided by us, the customer acknowledges our intellectual authorship.

§ 15 Liability

1. We are only liable for the company's liabilities with the company's assets.
2. In the case of simple negligence, we are only liable if an essential contractual obligation is violated. The liability is limited to the contract-typical, foreseeable damage. This also applies to tort claims by the customer.
3. In the case of warranted properties, our liability is limited to the scope and amount of the product liability insurance that we have

in place. The scope of the cover corresponds to the recommendations for company and product liability insurance of the German Insurance Association. The amount of coverage for the insured events recorded in the insurance contract is at least EUR 2.5 million per event of damage and twice that per insurance year. If this does not occur or does not occur in full, we are liable up to the amount of the coverage.

4. Claims for damages due to personal injury and claims under the Product Liability Act are subject to the statutory provisions.
5. Our suppliers are not our vicarious agents in relation to the buyer. A fault on the part of our suppliers can therefore not be attributed to us.
6. Liability for damages going beyond the above provisions is excluded. Recourse claims of the customer against us only exist insofar as he has not made any agreement with his customer that goes beyond the statutory claims for defects and damages. Our liability is excluded if the customer has effectively limited his liability towards his customer.
7. Insofar as our liability is limited or excluded, this also applies to the personal liability of our employees, workers, employees, representatives, vicarious agents and vicarious agents.
8. Insofar as our liability is limited or excluded, the customer is obliged to indemnify us against third-party claims upon request.
9. The customer is obliged to notify us immediately, at least in text form, if he is aware of claims by third parties that may be related to the delivery of our products or services, and to reserve the right to take all defensive measures and negotiate settlements

§ 16 Statute of limitations

1. The statute of limitations for claims and rights due to defects in our products, services and work as well as the resulting damage is 1 year. This does not apply if the law prescribes longer periods. The start of the limitation period is based on the statutory provisions.
2. The limitation period according to paragraph 1, sentence 1 also does not apply in the case of intent, if we have fraudulently concealed the defect or have assumed a quality guarantee, in the case of claims for damages due to personal injury or violation of a person's liberty, in the case of claims under the Product Liability Act and in the event of a grossly negligent breach of duty or in the event of a breach of essential contractual obligations.
3. Subsequent performance measures neither suspend the limitation period applicable to the original provision of services, nor do they allow the limitation period to begin again.

§ 17 Retention of title and acquisition of title

1. We reserve ownership of all contractual items until all claims to which we are entitled from the business relationship with the customer have been settled in full.
2. If our property is processed, combined or mixed with third-party property, we acquire ownership of the new item in accordance with § 947 BGB.
3. If the processing, connection or mixing takes place in such a way that the third-party service is to be regarded as the main item, we acquire ownership in the ratio of the value of our service to the third-party service at the time of processing.
4. If we acquire ownership of an item through our performance, we reserve ownership of this item until all existing claims from the business relationship with the customer have been settled.
5. The customer is obliged to keep the goods subject to retention of title safe and, if necessary, to carry out maintenance and repair work in good time at his own expense. The customer must insure the reserved goods at his own expense against loss and damage. Security claims arising in the event of damage are to be assigned to us.
6. The customer is entitled to resell the item that we (co-)own in the ordinary course of business, as long as he meets his obligations from the business relationship with us. In this case, the claim arising from the sale shall be deemed assigned to us in the ratio in which the value of our service secured by the retention of title stands in relation to the total value of the goods sold. The customer remains entitled to collect this claim even after the assignment. Our authority to collect this claim ourselves remains unaffected.

7. The customer's right to dispose of the goods subject to our retention of title and to collect the claims assigned to us expires as soon as he no longer meets his payment obligations or an application for the opening of insolvency proceedings is filed. In these cases, as well as in the event of other behavior by the customer that is in breach of contract, we are entitled to take back the goods delivered under retention of title.
8. The customer informs us immediately if there is a risk to his reserved property, especially in the event of insolvency, inability to pay and enforcement measures. At our request, the customer must provide all necessary information about the inventory of the goods that we (co-)own and about the claims assigned to us, and inform his customers of the assignment. The customer supports us in all measures that are necessary to protect our (joint) property and bears the resulting costs.
9. Due to all claims arising from the contract, we have a right of lien on the customer's items that have come into our possession on the basis of the contract. The right of lien can also be asserted for claims from previous deliveries or services insofar as these are related to the delivery or service item. The right of lien applies to other claims arising from the business relationship, insofar as this is undisputed or has been legally established. §§ 1204 ff. BGB and § 50 paragraph 1 of the Insolvency Code apply accordingly.
10. If the realizable value of the securities exceeds our claims by more than 15%, we will release securities of our own choice at the request of the customer.

§ 18 Production equipment

1. If special production equipment, such as samples, tools and templates, is required to carry out the order, we become or remain the owner of the production equipment manufactured by us or by a third party commissioned by us; this also applies if the customer pays proportionate costs for the means of production.
2. The means of production are only used for the customer's orders as long as the customer meets his payment and acceptance obligations. We are only obliged to maintain and replace these tools free of charge if this is necessary to fulfill an output quantity promised to the customer.
3. Unless otherwise agreed, manufacturing costs for the means of production will be invoiced separately from the goods to be delivered. This also applies to tools that have to be replaced due to wear. Pro rata tool costs are listed separately in the offer and in the order confirmation; they are due upon conclusion of the contract without deduction. It should also state whether and how any tool cost shares that may have been paid will be amortized.
4. If it has been agreed that the customer should become the owner of the tools, ownership of the tools shall pass to him after payment of the purchase price for the tools. Handing over the tools to the customer is replaced by our obligation to keep them safe. Irrespective of the customer's legal right to surrender and of the service life of the tools, we are entitled to exclusive possession of the tools until the customer has accepted a minimum number of items to be agreed or until a certain period of time has elapsed. We will label the tools as third-party property and insure them at the customer's request and expense.
5. If the customer suspends or terminates the cooperation during the production time, all production costs incurred up to that point shall be borne by him, unless we are responsible for the termination.
6. In the case of the customer's own tools in accordance with paragraph 4 or tools made available on loan by the customer, our liability with regard to storage and care is limited to the diligence in our own affairs. The customer bears the costs for maintenance and insurance. Our obligations expire if, after the customer has been requested to collect the tools, they have not collected them within 14 days of the request.
7. As long as the customer does not meet his contractual obligations in full, we have the right to retain the tools. The liens to which we are legally entitled remain unaffected.

§ 19 Provision of materials

If the customer provides us with material or other items, also referred to below as goods, for treatment or processing, the following provisions apply:

1. Upon delivery, the goods provided to us will only be inspected for externally visible defects and damage. We are not obliged to carry out further checks. Any defects or damage that are identified will be reported to the customer within 10 working days of the discovery of the defect.
2. The goods made available to us must consist of a material that is easy to process and of normal or agreed quality. Otherwise we will invoice the customer for the necessary additional expenses. Agreed delivery and service deadlines of our company are extended in the event of non-compliance with the condition stipulated in sentence 1 according to the period of the delay that has occurred as a result.
3. If the goods prove to be unusable due to material defects, we are to be reimbursed for the processing costs incurred.
4. We are not liable for damage caused by inaccurate labeling and labeling of the material delivered by the customer.
5. The customer is obligated to reimburse all costs and damages, including lost profits, that we incur as a result of providing material that cannot be processed.
6. No compensation will be paid for rejects that occur to the extent customary in the industry.

§ 20 Termination

The customer's right of termination in accordance with § 648 BGB is waived unless long-term contracts are involved.

§ 21 RoHS and ElektroG

1. Before placing the order, the customer must check the Directive 2002/95/EG (RoHS) and the ElektroG to determine whether our delivery falls within the scope of the ElektroG after further processing, and inform us whether this is the case. If we do not receive any notification, we assume that the workpieces will not be built into or connected to products that can be assigned to the product catalog of Section 2 (1) of the ElektroG.
2. In the event of a breach of the ElektroG, our liability is excluded insofar as this breach is based on a breach of the customer's obligation to notify. If claims are raised against us by third parties due to this violation, the customer must indemnify us from these claims.

§ 22 Confidentiality

1. The customer undertakes to treat confidentially all aspects of the business relationship that are worthy of protection. In particular, he will treat all non-obvious commercial and technical details that he becomes aware of through the business relationship as business secrets. Information or aspects of the business relationship that were already public knowledge at the time of disclosure, as well as such information or aspects of the business relationship that the contractual partner can be shown to have known before disclosure by us, do not fall under the obligation of confidentiality. The customer ensures that his employees are also committed to secrecy.
2. Duplication of the documents provided to the customer is only permitted within the framework of operational requirements and copyright regulations.
3. All documents may not be made accessible to third parties in full form, or some part of it, or used outside of the purpose for

which they were made available to the customer without our written consent.

4. Even partial disclosure of the business relationship with us to third parties may only take place with our prior written consent; the customer should also oblige the third party to secrecy within the framework of a similar agreement.

5. The customer may only advertise the business relationship with us after prior written consent; he is also obligated to secrecy after the end of the business relationship.

§ 23 Export and import capability

1. The customer is responsible for observing and implementing the relevant foreign trade regulations (e.g. import licenses, foreign exchange transfer permits, etc.) and other laws applicable outside the Federal Republic of Germany. The risk of the export and importability of ordered products lies with the customer.
2. Deliveries and services (performance of contract) are subject to the condition that there are no obstacles to performance due to national or international regulations, in particular export control regulations, embargoes or other sanctions.
3. The customer undertakes to provide all information and documents required for export/transfer/import.
4. Delays due to export checks or approval procedures delay deadlines and delivery times by the duration of the delay.

§ 24 Place of jurisdiction and applicable law

1. The place of jurisdiction is - if the customer is a merchant - at our discretion the court responsible for our place of business or the place of business of the customer. Law of the Federal Republic of Germany is exclusively applicable to the business relationship with the customer. The applicability of the CISG - "UN Sales Convention" is excluded.
3. Should individual parts of these GTC be ineffective, the effectiveness of the remaining provisions shall not be affected.

§ 25 Data Protection

We treat all of the customer's data exclusively for the purposes of business transactions and in accordance with the specifications of the applicable data protection regulations. Upon written request, the customer also has a right to information about his personal data collected, processed and used by us.

§ 26 Contact details

SD GmbH Klaus Hirsch
Unterfeldstrasse 7
86842 Türkheim/ Irsingen

Managing Director: Alexandra Rosenberg

Telephone: (+49 8245) 96750-0
Fax: (+49 8245) 96750-40

Commercial Register: District Court of Memmingen
HRB 15440

Sales tax identification number: DE128674871