

## **1. Validity**

The subsequent terms and conditions shall apply exclusively in the respective version valid at contract conclusion, even if they are not referred to explicitly in the individual case. These Terms and Conditions shall apply to all services/deliveries of goods, irrespective of whether the relevant contracts are to be qualified as purchase, works (also construction), architect's and engineer's or service contracts in accordance with BGB (German Civil Code). Deviating terms of the contractor shall not be applied, even if RIEDL does not explicitly contradict its validity in the individual case. These shall only apply if they have been explicitly acknowledged in writing by RIEDL. Individual agreements and statements in the order of RIEDL take precedence over the General Terms and Conditions.

Contradictions, regulatory gaps and discrepancies are to be solved primarily by interpretation of the contractual bases as a meaningful whole. In case a later interpretation is not possible or does not lead to a sufficiently clear result, the agreements in the relevant contracts shall take precedence over the agreements in these Terms and Conditions and the agreements in these Terms and Conditions shall take precedence over the other annexes. In case contradictions, regulatory gaps or discrepancies still remain, RIEDL shall have the right to specify the performance according to § 315 BGB (German Civil Code).

## **2. Construction Works**

For all construction works including assembly the "Vergabe- und Vertragsordnung für Bauleistungen (VOB/B)" (German Construction Contract Procedures) shall apply additionally in the version valid at contract conclusion, as far as the order is placed by a contractor working in the construction sector.

## **3. Contract Conclusion**

Up to order acceptance all quotations of RIEDL are without commitment and non-binding. If the order of the contractor deviates from the quotation of RIEDL the contract is concluded only after confirmation by RIEDL in this case. The placing of the order and/or the confirmation by RIEDL shall be in text form (contract conclusion).

## **4. Periods of Service/Delivery, Force Majeure**

**4.1** Periods and dates of service/delivery stated in the contract are only binding if it is explicitly stated by RIEDL in text form that they are binding and shall only be valid on the condition that all technical details and conditions of the contract are clarified by the parties in time, the contractor fulfills all obligations and required cooperation completely, correctly and in time, in particular provides the required permissions and documents in time.

**4.2** If the service/delivery owed by RIEDL is delayed by force majeure, e.g. legitimate strike, epidemics, war, circumstances beyond RIEDL's or its supplier's/subcontractor's control or adverse weather conditions, the period of service/delivery is prolonged by the duration of the delay and by an adequate startup period.

**4.3** If these hindrances according to the above para. 4.2 continue for more than three months, both parties shall be entitled to withdraw from the contract as regards the still not fulfilled part. In case partial services and deliveries already carried out cannot be used by the contractor, he/she shall be entitled to terminate the contract also with regard to these parts.

## **5. Inspection, Notification of Defects**

**5.1** If the purchase contract is a commercial transaction for both parties (§ 377 HGB) (German Commercial Code), the goods delivered must immediately be examined carefully after delivery to the contractor or to the third party designated by it. In case of wrong deliveries or obvious defects or other defects which could have been recognized in an immediate and careful examination, the goods are considered to be approved by the contractor, if a notification of defects in text form does not reach RIEDL within 7 working days after delivery. With regard to other defects and/or defects occurring later, the goods are considered to be approved by the contractor, if the notification

of defects in text form does not reach RIEDL within 7 working days after the time the defect appeared; if the defect was recognizable for the contractor at an earlier time during normal use, this earlier time however is decisive for the start of the period for a notification of defects. After expiry of this period, defect claims can no longer be asserted, unless RIEDL has fraudulently concealed the defect.

**5.2** Upon RIEDL's request the rejected goods must be returned to RIEDL carriage paid. In case of a justified notification of defects, RIEDL shall reimburse the costs of the most economic dispatch route; this does not apply if the costs are increased because the goods are at another place than the place of its intended use.

**5.3** In case of an intended integration or fitting of the goods, the contractor shall have the duty to check upon goods receipt the characteristics of the goods which are relevant for the subsequent intended use and to report possible notifications of defects without delay in text form, insofar as an inspection of these characteristics regarding type and quality of the goods can reasonably be expected at that time. If no notice of defects is made, the goods are considered to be approved in terms of the above para. 5.1.

**5.4** If the contractor in case of integration or fitting of the goods fails to check the external or internal characteristics of the goods which are relevant for the subsequent intended use before integration and/or fitting, the contractor acts with gross negligence. Then he/she cannot assert any rights regarding the defects with reference to above para. 5.1.

## **6. Price and Payment Terms**

**6.1** The prices quoted are agreed in Euro, net, plus the relevant statutory turnover tax. The prices are ex works without installation and assembly, packaging, loading, freight costs, possible insurance costs and expenses as well as possible duties and taxes to be paid, unless otherwise agreed.

**6.2** For services/deliveries made later than 6 months after contract conclusion as agreed or due to reasons for which RIEDL is not responsible, RIEDL may invoice possible salary and/or material cost increases which may occur after submission of the quotation as well as an adequate overhead surcharge.

**6.3** Unless otherwise agreed, partial payments in the following amounts shall be made:

50 % of the total remuneration become due upon contract conclusion,  
40 % of the total remuneration become due upon service/delivery,  
10 % of the total remuneration become due upon acceptance of the service/delivery.

**6.4** Payments become due 8 days after the contractor has received a verifiable invoice.

**6.5** Payments shall be made cashless. Payments by bill of exchange shall only be admissible on the basis of a special agreement. Bills of exchange and cheques shall only be accepted on account of payment, not in lieu of payment. Expenses and taxes for bills of exchange shall be paid by the contractor.

**6.6** No interests shall be paid by RIEDL for advance payments.

## **7. Type and Scope, Quality**

**7.1** Services/deliveries, parts, accessories, assembly works or extra works not listed in the quotation or contract shall not be included in the scope of service/delivery owed.

**7.2** Information stated by RIEDL as to the subject of the services/deliveries, e.g. weight or dimensions, technical data, representations etc. are only approximate and no quality features, unless otherwise agreed.

**7.3** Customary deviations and deviations due to legal regulations or technical improvements as well as replacement by equivalent services/deliveries are admissible unless they do not impair the usability for the contractually agreed purpose.

**7.4** Minor, acceptable variations in dimensions and design (in particular color and texture) in particular in case of follow-up orders shall remain reserved insofar as they result from the nature of the materials used (solid wood, veneers etc.) and are normal.

## **8. Place of Performance, Transfer of Risks, Consignment**

**8.1** The delivery address and the agreed place of performance are given in the contract. If only one delivery address and no different place of performance is given in the contract, the delivery address is also regarded as the agreed place of performance.

**8.2** Place of performance for all service delivery obligations resulting from the contract is Pfaffing/Lehen, unless otherwise provided for. If RIEDL (also) owes construction works, the place of performance is the place where the construction works have to be performed.

**8.3** The mode of dispatch and the packing are subject to the dutiful discretion of RIEDL.

**8.4** The risks shall be transferred to the contractor at the latest upon hand-over of the service/delivery (here the start of the loading process is decisive) to the forwarding agent, freight carrier or other third parties ordered to carry out the consignment. This shall also apply if partial service or partial deliveries are made or the contractor also has taken over other services or deliveries (e.g. consignment or installation). If the consignment or the hand-over is delayed due to circumstances for which the contractor is responsible, the risk shall be transferred to the contractor on the day on which the service/delivery is ready for dispatch and RIEDL has informed the contractor accordingly.

**8.5** Storage costs after the transfer of risk shall be paid by the contractor. If the goods are stored at RIEDL, the storage costs amount to 0.25 % of the invoice amount of the service/delivery to be stored per week elapsed. For both parties the assertion and proof of higher or lower storage costs remain reserved.

**8.6** The consignment will only be insured by RIEDL against theft, breakage, transport, fire or water damage or other insurable risks at contractor's express request and at contractor's expense.

## **9. Maintenance**

It is pointed out to the contractor that he/she has to carry out maintenance works. This particularly applies to:

- fittings and movable components are to be checked and lubricated or greased;
- exterior paintings (e.g. windows) are to be re-treated depending on type of lacquer or stain and weather effects.

RIEDL does not owe these works, unless explicitly agreed otherwise. Neglected maintenance work may impair the service life and the functionality of the service/delivery. Claims for defects against RIEDL for such impairments are excluded.

**10. Claims for Defects, Limitation Period, Assembly and Disassembly Costs**

**10.1** For services/deliveries on the basis of a purchase contract the limitation period for rights of the contractor in case of defects according to § 438 section 1 no. 3 BGB is one year after handover. This period does not apply to damage claims of the contractor for loss of life, personal injury or damage to health or willful or grossly negligent violations of duty on the part of RIEDL or its vicarious agents, these become time-barred in accordance with the legal provisions.

**10.2** In case of material defects according to the purchase contract RIEDL shall be obligated and entitled to first remedy the defect or provide a replacement delivery at its choice within an adequate time. In case of failure, i.e. the impossibility, unacceptability, refusal or unreasonable delay of the supplementary performance, the contractor may rescind the contract or adequately reduce the purchase price.

**10.3** The period of limitation is stopped for the duration of time required for supplementary performance. It does not start anew.

**10.4** The liability for defects shall not be applicable if the contractor changes the service/ delivery or has it changed by third parties without RIEDL's consent and thus makes the remedy of defects impossible or unreasonably difficult. In any case the contractor has to bear the resulting surplus costs of the corrective measures which have been caused by the change.

**10.5** Required in accordance with § 439 section 3 BGB are only those removal and installation costs which concern the removal and installation and/or the fitting of identical products caused on the basis of normal market conditions. The contractor has to prove these costs to RIEDL by submitting adequate documents at least in text form.

**10.6** A claim for advance payments of the contractor for removal and installation costs is excluded. The contractor shall not be allowed to offset claims for reimbursement of expenses for removal and installation costs unilaterally without the consent of RIEDL against remuneration claims of RIEDL, unless this claim of the contractor is undisputed and legally established. Paragraph 16.4 shall remain unaffected.

**10.7** Claims of the contractor exceeding the required removal and installation costs, in particular costs for consequential damage due to the defect such as lost profit, down time costs or additional costs for replacement procurement are not to be reimbursed within the scope of supplementary performance according to § 439 section 3 BGB.

**10.8** If expenses asserted by the contractor for supplementary performance in accordance with § 439 section 3 BGB are disproportionate in the individual case, in particular in relation to the remuneration claim in defect-free condition and taking into account the significance of the lack of conformity, then RIEDL shall be entitled to refuse the reimbursement of expenses. In any case disproportion is given if the expenses asserted in accordance with § 439 section 3 BGB exceed a value of 150 % of the remuneration agreed for the service/delivery in defect-free condition or 200 % of the loss of value due to the defective service/delivery.

**10.9** Claims of the contractor for the expenses resulting from supplementary performance, in particular transport and road costs, work and material costs are excluded to the extent as these expenses increase because the service/delivery has subsequently been transferred to another location as contractually agreed, unless the transfer conforms to the intended use of the object.

**10.10** The service/delivery of used goods agreed with the contractor on a case to case basis shall be made subject to the exclusion of any liability for defects according to § 437 BGB and/or § 634 BGB.

**10.11** The costs of RIEDL resulting from unjustified complaints are generally to be borne by the contractor, even if uselessly accrued costs are concerned and will be charged to the contractor by an additional lump sum of 150,- €. The right of the parties to prove a higher and/or lower damage shall remain unaffected.

**11. Reservation of Property Rights**

**11.1** Until complete payment of all present and future claims from the contract and an on-going business relationship (secured claims) RIEDL reserves the property in the goods supplied.

**11.2** Before complete payment the goods subject to reservation of property rights must not be pledged nor transferred by way of security, given away or sold to third parties, unless and insofar as the authority is given in subsequent para. 11.4. The contractor has to inform RIEDL without delay in text form if insolvency proceedings have been filed or if third-parties access (e.g. pledges) the goods belonging to RIEDL.

**11.3** In case the contractor acts in a way contrary to the contractual obligations, in particular in the event of a default in payment, RIEDL shall be entitled to rescind the contract in accordance with statutory provisions and to demand the return of the goods on the basis of the reservation of property rights and the recession. If the contractor does not pay the purchase price due, RIEDL may only assert these rights if RIEDL first has unsuccessfully set an adequate deadline for payment or if setting such a deadline may be dispensed with according to statutory provisions.

**11.4** Until further notice the contractor shall be entitled according to ( c ) below to resell and/or further process the goods under reservation of property rights in the ordinary course of business. In this case the following provisions shall apply in addition.

(a) The reservation of property rights shall include the products created by processing, mixing or connecting the goods of RIEDL at their full value, here RIEDL is considered to be the manufacturer. If in the course of processing, mixing or connecting with goods of third parties their reservation of property rights remains, then RIEDL acquires co-ownership in the proportion of the invoice values of the processed, mixed or connected goods. Apart from that the same applies to the product created as to the goods delivered under reservation of property rights.

(b) The contractor already now assigns claims against third parties resulting from the resale of goods or products in the amount of the invoice value of the goods subject to reservation of property rights with all ancillary rights and/or in the amount of the possible co-ownership share of RIEDL in accordance with the above paragraph as a security to RIEDL. RIEDL accepts this assignment. In case of a resale of the goods on credit, the contractor has to reserve the property right towards its customer. The obligations of the contractor named in para. 11.2 shall be applicable also in respect of the claims assigned.

(c) In addition to RIEDL the contractor shall also remain entitled to collect the claim. RIEDL undertakes not to collect the claim as long as the contractor fulfills its payment obligations towards RIEDL, no defect of its performance capability is given and RIEDL does not assert the reservation of property rights by exerting its right according to above para. 11.3. However, if this is the case, then RIEDL may demand that the contractor informs RIEDL of the assigned claims and its debtors, furnishes all particulars required for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In addition RIEDL shall be entitled in this case to revoke the authority of the contractor for further sale and processing of the goods under reservation of property rights.

(d) If the realizable value of the securities exceeds the claims of RIEDL by more than 10 %, RIEDL shall upon contractor's request release securities at RIEDL's discretion.

**11.5** If goods under reservation of property rights are installed as essential components in the property of the contractor and/or by order of the contractor as essential components in the property of a third party, the contractor already now shall assign the claims resulting from a sale of the property or property rights or against the third party or the party concerned in the amount of the invoice value of the goods under reservation of property rights with all ancillary rights to RIEDL.

**11.6** If the delivery items have become essential components of the property, the contractor undertakes to permit RIEDL in case the agreed time limit for payment is not complied with, to dismantle the goods which can be dismantled without an essential impairment of the building structure and to retransfer the ownership of the goods to RIEDL. The dismantling and other costs have to be borne by the contractor.

## **12. Industrial Property Rights**

**12.1** RIEDL reserves the property right, the copyright as well as other industrial property rights regarding all drawings, representations, calculations, brochures, catalogues, models, tools, auxiliary means and other documents provided to the contractor. The contractor must not make them himself or their content accessible to third parties, disclose, use or copy them by himself or by third parties without the express consent of RIEDL. In case the order is not placed they have to be returned without delay.

**12.2** If RIEDL has to work according to drawings, models or patterns of the contractor, the contractor guarantees that no property rights of third parties are infringed or limited. If not, the contractor shall exempt RIEDL from all claims of third parties.

**12.3** According to this para. 12 RIEDL shall guarantee that its service/delivery is free of industrial property rights or copyrights of third parties. Each contract partner shall inform the other contract partner immediately in writing if claims are raised for the infringement of such rights.

**12.4** In case the service/delivery infringes an industrial property right or copyright of a third party, RIEDL at its discretion and on its costs will change or exchange the service/delivery in such a way that no rights of third parties will be infringed any more, however the service/delivery shall continue to fulfill the contractually agreed functions or procure the right of use for the contractor by the conclusion of a license agreement. If RIEDL does not succeed to do so in an adequate period of time, the contractor shall be entitled to rescind the contract or to reduce the remuneration adequately. Possible damage claims of the contractor are subject to the limitations of the subsequent paragraph 15.

**12.5** In case of infringement of rights by products of other manufacturers supplied by RIEDL, RIEDL shall at its discretion assert claims against the manufacturers or pre-suppliers for the account of the contractor or assign them to the contractor. In these cases claims against RIEDL are only given according to this paragraph 12, if the judicial enforcement of the above named claims against the manufacturers and pre-suppliers has not been successful or futile in case of insolvency.

## **13. Termination, Consequences of Termination**

**13.1** The parties are entitled to terminate the contract for an important reason. According to RIEDL an important reason is given if

- the contractor suspends payments, is over-indebted or insolvent, claims of the contractor are pledged or an insolvency proceeding has been filed with respect to the assets of the contractor
- the contractor has violated essential contractual obligations.

**13.2** The termination has to be in written form.

**13.3** If the contractor terminates a works, architect's or engineer's contract without an important reason, then RIEDL is entitled to demand 20 % of the net total order amount for services/deliveries not made. Instead of this payment the parties are free to prove a higher or lower claim of RIEDL regarding the consequences of the termination.

**14. Partial Acceptances**

RIEDL shall be entitled, but not obligated to request partial acceptances if these can be separated from the other services/deliveries, even if they are no independent part of the contractual service/delivery.

**15. Liability**

**15.1** RIEDL's liability for damages, irrespective of the legal reason, in particular for impossibility, default, defective or wrong service/delivery, violations of obligations in contract negotiations and unlawful acts is, insofar as it is contingent on culpability in each case, limited according to this paragraph 15.

**15.2** RIEDL shall not be liable in case of simple negligence, insofar as no violation of essential contract obligations is concerned or if a case of default or impossibility is given.

**15.3** In case of liability, RIEDL's liability to pay damages for material and financial damage is limited to foreseeable damage typically occurring under this type of contract. The amount of the foreseeable damage typically occurring under this type of contract is limited to EUR 5,000,000.- per damage case (in accordance with the present coverage amount of the product liability insurance or third party liability insurance), unless RIEDL, its organs, legal representatives or executives have not acted with intent or gross negligence.

**15.4** A liability for incidental damage, indirect damage, consequential damage, e.g. loss of use, loss of profit, production downtimes, costs of idleness etc. is excluded.

**15.5** RIEDL shall be liable for the loss of data or programs only if its loss could not have been avoided even by adequate precautions of the contractor against data loss (in particular at least a daily creation of backup copies of all programs and data). Apart from that the usual limitations of this paragraph 15 shall apply.

**15.6** In case RIEDL provides technical information or advice and this information or advice is not included in the contractually agreed scope of service/delivery owed, this is done free of charge and under the exclusion of any liability.

**15.7** The above liability exclusions and limitations shall apply to the same extent to the benefit of organs, legal representatives, employees, staff members and other vicarious agents of RIEDL.

**15.8** The limitations of this para. 15 shall not apply to RIEDL's liability

- for giving a guarantee,
- in case of an assumed quality risk and/or an agreement on quality or condition
- in case of mandatory statutory liability facts, e.g. liability according to the product liability act
- in case of default if a fixed delivery date has been agreed
- for injury to life, body or health
- in case of coarse fault.

**16. Subcontracting, Assignment, Offset**

**16.1** Without the consent of the contractor RIEDL shall be entitled to place an order with suppliers and/or sub-contractors.

**16.2** Without the prior written consent of RIEDL which must not be refused unreasonably, the contractor shall not be entitled to assign its claims against RIEDL or to have them collected by third parties.

**16.3** RIEDL shall be entitled to assign contractual claims including the securities received for them to third parties. RIEDL shall be entitled to set off all claims from the business relationship against the contractor.

**16.4** The contractor shall not be entitled to offset a claim of RIEDL against a counterclaim or to assert its right of retention, unless its counterclaim or its right of retention is undisputed and has been determined by a court decision.

## **17. Confidentiality**

The contractor shall be obligated to treat all information and documents becoming known to him directly or indirectly during the business relationship with RIEDL as confidential, not to make them accessible to third parties and use them only for the execution of the contract. The confidentiality obligation shall not apply to those information which

- has already been known to the contractor before the business relationship with RIEDL started,
- are made available to the contractor by third parties without infringing this confidentiality agreement,
- are publicly known or
- have to be passed on by the contractor due to statutory obligations or administrative orders.

## **18. Instructions as to Data Processing**

**18.1** Contact information as to the persons responsible for corporate data processing

Responsible for the data processing regarding the fulfillment of the contract is

**RIEDL Objektbau GmbH**  
**Englmannstett 40**  
**83539 Pfaffing/Lehen, Germany**  
**Email: info@riedl.com**  
**Phone: +49 8039 9058-0**  
**Fax: +49 8039 9058-11**

**18.2.** Collection and storage of personal data as well as type and purpose and their use

If the contractor places an order with RIEDL, then RIEDL will gather the following information:

- salutation, first name and family name
- a valid email address
- postal address
- phone number (fixed network and/or mobile)
- information required for the fulfillment and management within the scope of the contract.

These data will be gathered in order to

- be able to identify the contractor as contractor
- be able to fulfill and manage the contract properly
- correspond with the contractor
- transmit the invoice;

Data processing will be made upon the request of the contractor and is required according to para. 6, section 1, first sentence (b) DSGVO (German Law on Data Protection) for the purposes stated for the execution of pre-contract measures and for the mutual fulfillment of obligations from the contract. The personal data gathered for the contract of RIEDL will be stored and then deleted at least until the end of a 10 year period after expiry



of the calendar year in which the contract ended, unless we are obligated to store them for a longer period of time due to retention and documentation obligations of tax or trade laws (from HGB, StGB or AO\*) and you have agreed to a longer storage according to para. 6, section 1, first sentence (a) DSGVO.

### 18.3. Transfer of Data to Third Parties

A transfer of personal data to third parties for other purposes than those listed below will not occur. As far as this is required according to paragraph 6 section 1, first sentence (b) DSGVO for the fulfillment of the contract with RIEDL, the personal data will be passed on to third parties. This particularly includes the transfer to subcontractors and/or suppliers of RIEDL. The data transferred must be used by third parties exclusively for the purposes stated.

### 18.4. Rights of the Person Affected

The contractor is entitled to

- revoke the one-time consent towards RIEDL at any time according to paragraph 7 section 3 DSGVO. As a consequence RIEDL must not continue the data processing based on this consent in future;
- request information according to para 15 DSGVO on the personal data of the contractor processed by RIEDL. In particular the contractor may request information on the processing purposes, the category of the personal data, the categories of recipients for which the data of the contractor have been or will be disclosed, the storage period planned, the existence of a right for correction, deletion, limitation of the processing or objection, the existence of a right to complain, the origin of the data of the contractor, unless these have not been collected at RIEDL, as well as on the existence of an automated decision making including profiling and if necessary relevant information to their details;
- demand according to paragraph 16 DSGVO immediately the correction of incorrect or the completion of personal data of the contractor stored at RIEDL;
- demand according to paragraph 17 DSGVO the deletion of the personal data of the contractor stored at RIEDL unless the processing is required for the exertion of the right of free expression and information, for the fulfillment of a legal obligation, for reasons of public interest or for the assertion, exertion or defense of legal claims;
- demand according to paragraph 18 DSGVO the limitation of processing of personal data of the contractor, insofar as the correctness of the data is disputed by the contractor, the processing is unlawful, however the contractor rejects their deletion and RIEDL does no longer need the data, however the contractor needs them for the assertion, exertion or defense of legal claims or the contractor has filed an objection against the processing according to paragraph 21 DSGVO;
- demand according to paragraph 20 DSGVO that the personal data which the contractor made available to RIEDL will be maintained in a structured, common and machine-readable format or the transfer to another responsible person and
- complain at a supervisory authority in accordance with paragraph 77 DSGVO. Usually the contractor may refer to the supervisory authority at its usual place of abode or work or at the company seat of RIEDL.

### 18.5. Right of Objection

In case personal data of the contractor are processed on the basis of legitimate interests according to paragraph 6 section 1, first sentence, (f) DSGVO, the contractor shall be entitled according to paragraph 21 DSGVO to file an objection against the processing of personal data of the contractor, if reasons are given which result from the special situation of the contractor. If the contractor wants to exert its right of objection, an email to [info@riedl.com](mailto:info@riedl.com) is sufficient.

**19. Place of Jurisdiction, Applicable Law**

**19.1** The contracts are solely governed by the laws of the Federal Republic of Germany to the exclusion of any conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods. The application of CiSG (UN Purchase Right) is excluded.

**19.2** RIEDL shall be entitled to choose as place of jurisdiction for all disputes arising from the contract the Landgericht München I (District Court Munich I) insofar as the parties are merchants and no mandatory statutory provisions are precluding this.

**20. Final Provisions**

**20.1** In case individual provisions of these General Terms and Conditions or contracts are legally ineffective or unfeasible, the remaining provisions shall remain valid. The ineffective provision shall be replaced by a provision which comes closest to the intended economic purpose as far as legally admissible.

**20.2** Amendments or additions have to be in written form. This also applies to the change of the written form requirement. Oral side-agreements have not been made.

**20.3** In case of disputes the German wording of the General Terms and Conditions shall take precedence.