

General Terms of Purchase and Supply

I. Terms of contract, scope, quotation

- I.1. Unless agreed otherwise, our General Terms of Purchase and Supply shall apply to this order and any future orders and shall exclude at the same time all other general terms of business. Our General Terms of Purchase and Supply shall be applicable to all deliveries and services to ALPMA Alpenland Maschinenbau GmbH or LTH Dresden, a subsidiary of ALPMA Alpenland Maschinenbau GmbH, (hereinafter referred to as "ALPMA"), regardless of the legal nature of the contract on which the service is based (hereinafter referred to as "object of delivery"). As such they shall apply exclusively for purchasing contracts as well as for contracts for work, contracts for materials and for combined contracts. These General Terms of Purchase and Supply from ALPMA shall also apply when the supplier performs deliveries and services and said deliveries and services are accepted by ALPMA; if the supplier has terms of sale covering these deliveries and services, said terms of sale shall not be a part of the agreement.
- I.2. Individual agreements concerning the rights and duties of the contractual parties shall have priority over these terms.
- I.3. All agreements made between ALPMA and the supplier for the purpose of performing the contract must be made in writing. Other additional terms or contractual clauses presented by the supplier shall be deemed rejected as long as ALPMA has not agreed in writing to said terms.
- I.4. These terms shall apply only to entrepreneurs (within the meaning of Section 310 of the German Civil Code) and with priority over the supplier's terms of sale.
- I.5. The supplier shall be bound to quotations within the meaning of Section 145 of the German Civil Code for 4 weeks starting from receipt of the quotation.
- I.6. A purchasing agreement shall be deemed concluded when ALPMA has issued a declaration of acceptance in writing within 14 days of having received a quotation. Weight and size values, quantities and prices, descriptions and other information, whether from catalogues, promotions, advertisements or price lists, shall be not be binding and obligatory for ALPMA unless they are expressly included in an agreement or are confirmed in writing by ALPMA.
- I.7. The supplier shall not be authorised to make any changes in relation to the order from ALPMA, particularly with regard to specifications, drawings, design, construction, time and place of delivery, packaging, quality, quantities and transport, without ALPMA's prior consent in writing.
- I.8. Insofar as legal stipulations do not require otherwise and regardless of other rights of termination and any possible claims for damages, ALPMA can terminate the delivery contract and /or a related master delivery contract by written extraordinary notice to the supplier if the supplier
- infringes a contractual obligation of the delivery contract for which no remedial measures are available, or
 - commits an infringement of the delivery contract for which remedial action is possible but which has not been eliminated within 30 days of its discovery at ALPMA, or
 - violates existing law such that ALPMA cannot be reasonably expected to continue its cooperation taking into account all circumstances of the individual case and giving due consideration to the interests of both parties, or
 - an employee of ALPMA, or an employee of one of ALPMA's customers to which the supplier makes deliveries as an ALPMA sub-contractor, offers, promises or grants benefits that are likely to influence said employee inappropriately in connection with the delivery contract's negotiations, decision and performance.
- I.9. The termination of a delivery contract or a master delivery contract has no effect on the rights and obligations that resulted for the parties up until then or on the continuing validity of such terms that are expressly or implicitly intended to be applied after a termination.
- I.10. If the supplier becomes insolvent or if insolvency or other proceedings are opened against him due to insolvency, ALPMA is entitled to terminate all contracts in writing.

II. Documents

- II.1. ALPMA order numbers and parts numbers must be repeated in all notifications, consignment notes, invoices etc. concerning the order. Neither the dispatch note nor the invoice is allowed to be included with the shipment.
- II.2. ALPMA is not liable to pay for any quotations, acquisition plans, drafts or other preliminary tasks on the part of the supplier.
- II.3. The supplier is obligated to keep calculations, illustrations, diagrams, quotation documents, requirement profiles, requirement specifications, drawings, other documents and miscellaneous data carriers, models and aids strictly secret. Said items are allowed to be revealed to third-parties and/or used for the supplier's own purposes other than those forming part of this contract only with the express consent of ALPMA. The obligation to secrecy shall also apply after this contract has been brought to a close; it shall cease when and to the extent that know-how, experience and information contained in the above mentioned calculations, illustrations, diagrams, documents etc. have become general knowledge. ALPMA shall retain sole ownership of and sole power of disposal over the above mentioned items and all the intellectual property rights connected with them.
- II.4. Calculations, illustrations, diagrams, quotation documents, requirement profiles, requirement specifications, drawings, other documents and miscellaneous data carriers, models and aids are given by ALPMA to the supplier only temporarily, and immediately after execution or termination of the contract they must be returned to ALPMA by the supplier without his being asked and without his making any copies of any kind, or they must be destroyed by the supplier if so requested by ALPMA.
- II.5. The supplier is obligated to provide ALPMA free of charge with the manuals and documentation needed for the use, assembly, maintenance, cleaning and repair of the object of the contract, in particular spare parts lists and certificates of purchase.
- II.6. All the models, jigs and other aids created by the supplier in order to perform the contract are the property of ALPMA, and the supplier must hand them over to ALPMA if so requested by ALPMA. ALPMA holds sole ownership of and sole power of disposal over the above mentioned items and all the intellectual property rights connected with them. After execution or termination of the contract, these items must be given back to ALPMA by the supplier without his being asked and without his making any copies of any kind.
- II.7. The items and rights owned by ALPMA are not allowed to be used or exploited in any other way by the supplier or third-parties and are not allowed to be made

available to third-parties. They are not allowed to be duplicated in whole or in part by photocopying, microfilming, electronic storage or any other method.

- II.8. ALPMA can subsequently request changes in construction and design if this can reasonably be expected from the supplier. In this case, an amicable agreement must be reached with the supplier with regard to effects on his higher or lower costs and on the delivery dates.

III. Delivery time

- III.1. The delivery time quoted by ALPMA in the order is binding. The supplier acknowledges that the delivery dates and quantities quoted by ALPMA in the order are of major importance and that ALPMA can therefore send back a delivery in whole or in part to the supplier at the supplier's expense if it arrives either before or after the delivery date or in a quantity larger than that ordered. If it is foreseeable that delivery dates cannot be met, the supplier is obligated to inform ALPMA without delay in writing, listing the reasons and the estimated length of the delay. Delivery dates/delivery periods indicate when the object of delivery will be handed over at the destination quoted by ALPMA.
- III.2. If the supplier fails to perform his services or does not perform them within the agreed delivery period or if he defaults, ALPMA's rights – particularly with regard to cancellation and compensation – shall be subject to legal regulations.
- III.3. ALPMA's delivery claims are not excluded until the supplier pays full compensation for the delivery upon ALPMA's request. ALPMA's acceptance of the late delivery or service does not constitute a waiver of compensation claims.
- III.4. Furthermore, ALPMA can request that the supplier indemnifies it from all claims for damages and/or contractual penalties and/or other claims that its customer asserts against it in connection with a delay in delivery insofar as the supplier is responsible for the delay in delivery.

IV. Packaging and transport

- IV.1. The supplier is obligated to pack and load the objects of delivery such that the integrity of the delivery is assured during loading, unloading and transport. The supplier shall be liable for any damage to the object(s) of delivery due to poor packaging.
- IV.2. The supplier shall bear the costs of the packaging and shipment. Insofar as ALPMA must bear the costs of transport and/or packaging, the supplier shall be obligated to select in each case the most cost-effective form of transport and/or packaging, with due allowance for the fact that ALPMA is an SLVS prohibition customer.
- IV.3. The supplier must take back the transport containers, tools, aids and packaging of all types, particularly transport packaging. The supplier shall bear the costs incurred for packaging, loading, transport to his premises and unloading. ALPMA shall conclude an appropriate shipping contract in its own name at the supplier's expense. Insofar as the supplier does not re-use the returned packaging/transport packaging, he shall bear the costs incurred by ALPMA for their material disposal. Foreign suppliers shall additionally pay any customs duties, customs fees, taxes and levies in connection with the return of the transport containers, tools, welding gas cylinders, other aids and transport packaging.
- IV.4. The supplier is obligated to promptly submit a written declaration (certificate of origin) on the origin of the objects of delivery. The supplier shall be liable to ALPMA for all damages incurred by the latter as a result of the negligent failure to submit this declaration or in the event of an incorrect or delayed declaration. Likewise, the supplier must declare the origin of his goods by means of a customs confirmation.
- IV.5. The supplier shall at his expense provide ALPMA with the delivery order and/or the usual transport document (e.g. a negotiable bill of lading, a non-negotiable sea waybill, an inland waterways transport document, an air waybill, a railway consignment note, a road freight bill or a multi-modal transport document) required by ALPMA for acceptance of the object of delivery in accordance with Section VI.2.

In the event that the supplier and ALPMA have agreed to electronic data communication, the document mentioned in the preceding paragraph can be replaced by a corresponding notification by means of electronic data exchange (EDI message).

V. Price, terms of payment, offset and right of retention

- V.1. The agreed prices are binding, unless expressly agreed otherwise by the parties, for which the supplier shall bear the burden of proof.
- The statutory value-added tax is not included in the price. This applies likewise for any ancillary services to be provided by the supplier. Unless otherwise agreed in the particular case, the price stipulated in ALPMA's order shall cover all services and ancillary services provided by the supplier as well as all ancillary costs and particularly all levies, duties, costs of packaging, transport, unloading and insurance to the agreed destination or delivery address.
- V.2. The term of payment begins with receipt of all contractually owed objects of delivery at the destination specified by ALPMA or with their acceptance, if this is stipulated in the contract or provided for by law. However, if the supplier's invoice is received by ALPMA after receipt of all contractually owed objects of delivery at the destination specified by ALPMA or after their acceptance by ALPMA, then the term of payment shall begin with the date of receipt of the invoice.
- V.3. ALPMA shall effect payment within 60 days of the beginning of the term of payment, and if payment is effected within 21 days after the beginning of the term of payment ALPMA shall be entitled to a 3% discount. Payment in accordance with the above is deemed effected with the dispatch or electronic input of a credit transfer order or with the dispatch of a check for deposit only.
- V.4. The payment of an invoice from the supplier without the raising of objections by ALPMA shall not be deemed an acknowledgment of the debt for the amount paid.

VI. Place of performance and transfer of risk, transfer of ownership

- VI.1. The place of performance is the destination specified by ALPMA; unless a different destination is agreed, the place of performance shall be Rott a. Inn or Dresden, depending on the recipient.
- VI.2. If the law does not provide for an acceptance inspection and no acceptance inspection is stipulated in the contract, the risk of accidental loss and accidental deterioration shall be transferred from the supplier to ALPMA upon delivery at the

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- destination, otherwise upon the acceptance inspection provided for by law or stipulated in the contract.
- VI.3. Ownership shall pass to the ordering party upon delivery at the destination or upon the acceptance inspection.
- VII. Duty to examine and to make a complaint in respect of a defect; limitation period**
For the commercial duty to examine and make complaints in respect of defects, the statutory provisions (Sections 377, 381 of the German Commercial Code) shall apply with the following proviso:
- VII.1. ALPMA's duty to examine is limited to defects that are openly discernible during the incoming goods inspection at ALPMA or during unpacking at the delivery's destination through external assessment, including the delivery documents, and through random quality checks by ALPMA (e.g. transport damage, wrong delivery or insufficient delivery). There is no duty to examine if an acceptance inspection has been agreed. Furthermore, contrary to Section 377 of the German Commercial Code, ALPMA can make a complaint in respect of defects within a period of 14 days starting from completion of unpacking the objects of delivery at the location where the objects of delivery are to be used for their intended purpose, and in respect of hidden defects within a period of 14 days after their discovery.
- VII.2. For volume deliveries, ALPMA is obligated to examine only random samples. If this shows that more than 5 % do not fulfil the contractual or statutory requirements, then ALPMA is released from the obligation of further inspection and can refuse acceptance of the entire delivery based on the result of the random samples and can place the entire delivery at the disposal of the supplier for collection.
- VII.3. If ALPMA is obligated by a contract to the successive call-up of deliveries and if a partial delivery exhibits material and/or legal defects preventing its use for the intended purpose, then this shall entitle ALPMA as a first step and without prejudice to its other rights to refrain from calling up further deliveries and from making payments.
- VII.4. If a quality assurance agreement exists between the supplier and ALPMA with respect to ALPMA's duty to examine and make a complaint in respect of defects, then the provisions of that agreement shall take precedence over the duty to examine and make complaints according to Section 377 of the German Commercial Code.
- VIII. Claims based on defects / liability of the supplier**
VIII.1. Unless otherwise agreed, ALPMA's rights in connection with any material and legal defects of the supplier's deliveries and services shall be based on the statutory provisions. According to the statutory provisions, the supplier is liable in particular for his delivery having the agreed quality when the risk is transferred to ALPMA. The agreement on quality takes the form in particular of the product descriptions that appear in the ALPMA's order by name or reference and become part thereof of the respective contract or that are included like these terms of purchase in the contract.
The supplier is obligated to ALPMA to keep the delivery object free of material and legal defects beginning with the transfer of risk and through to the end of the limitation period.
- VIII.2. If the object of delivery exhibits a defect despite the above obligation, ALPMA's rights shall be governed by the statutory provisions in respect of claims arising due to defects and the regulations of these terms.
- VIII.3. ALPMA can take measures itself or through third parties to remedy defects at the supplier's expense if the supplier fails to comply with the written request to remedy the defect within an appropriate period set by ALPMA, and similarly without a prior request in urgent cases where the operational reliability is at risk and to prevent inordinate damage.
- VIII.4. Minor defects can be remedied by ALPMA or third parties immediately at the expense of the supplier.
- VIII.5. Measures to remedy defects can be executed or initiated at the supplier's expense without a deadline being set if there is a delay in delivery and ALPMA has an interest in immediate remedy of the defect in order to prevent delay on its own part.
- VIII.6. The supplier must be notified immediately in the cases described in No. 3, 4 and 5. ALPMA shall forward a report on the type and extent of the defects and the work performed.
- VIII.7. The supplier shall bear all the costs of subsequent fulfilment, in particular the costs in connection with troubleshooting, retrofitting, assembly and disassembly, transport, tolls, labour, materials and customs.
- VIII.8. The supplier shall ensure that no rights of third parties, in particular property rights and applications for property rights, which are published within the European Economic Community, the USA and Japan, are violated in connection with his delivery. If claims are asserted by a third party against ALPMA in this connection, then the supplier shall be obligated to exempt ALPMA from these claims when requested in writing for the first time. The supplier's obligation of exemption is extended to all expenses inevitably incurred by ALPMA as a result of or in connection with the claims asserted by a third party. This does not apply if the violation(s) of (property) rights are founded on plans, drawings, models or other equivalent descriptions specified by ALPMA.
- VIII.9. The supplier shall be liable without restriction in accordance with the statutory provisions for all damages caused by him or his agents during the performance of the contractual services. ALPMA can request from the supplier exemption from all claims of its customers if and insofar as the supplier's delivery has given cause for liability.
For the exemption from claims for damages directed against ALPMA beyond the scope of the Product Liability Act this shall apply only if and insofar as the supplier is responsible for the cause.
- VIII.10. The supplier is obligated to carefully perform control and monitoring obligations, in particular to comply with the technical quality standards and the contractually agreed condition through careful quality checks and documentation of the same. The supplier is obligated to organise his territorial and organisational area objectively and personally so that risks in connection with the supplier's delivery and its utilisation by ALPMA and its customers are eliminated.
- VIII.11. In the event that eligibility criteria for claims by ALPMA against the supplier are within the exclusive area of risk or responsibility of the supplier, the supplier shall bear the burden of proof for the non-existence of such eligibility criteria.
- IX. Manufacturer's liability, product liability**
- IX.1. The supplier shall release ALPMA from its manufacturer's liability if and insofar as the cause for ALPMA's liability is within the scope of the supplier's risk and responsibility and the supplier is answerable for the cause of the liability. This also applies in the event that claims are asserted against ALPMA based on its manufacturer's liability in accordance with foreign laws.
- IX.2. Within this framework the supplier is also obligated to reimburse any expenses in accordance with Sections 683, 670 of the German Civil Code incurred as a result of or in connection with a recall action conducted by ALPMA. ALPMA shall inform the supplier – insofar as possible and reasonable – about the content and extent of the recall actions to be carried out and shall give him opportunity for comment.
- IX.3. The supplier shall be obligated to maintain product liability insurance with suitable coverage, however at least 1,000,000.00 EUR per instance of personal injury/property damage – on a flat-rate basis – for the duration of this contract; any other compensation to which ALPMA is entitled shall not be affected by this clause.
- X. Protective regulations, instructions and explanations, insofar as the object of delivery is a machine, a plant or a section of a plant**
- X.1. The supplier shall send separately to ALPMA, at no charge, complete technical documentation concerning the objects of delivery consisting of at least the documents listed in No. 3 of Appendix V to the EC Machinery Directive.
- X.2. The supplier shall include with the objects of delivery at his own expense an original operating manual and a maintenance manual for technical staff, which must be prepared in the language of the supplier's country, in German and, if so requested from the supplier by ALPMA, in the language of the country of destination/utilisation.
- X.3. The supplier shall send separately to ALPMA a manufacturer's declaration or a declaration of conformity concerning the objects of delivery in accordance with Appendix II of the EC Machinery Directive.
- X.4. If the supplier's head office is in an EC/EEA country and if the supplier is obligated to send ALPMA a declaration of conformity concerning the objects of delivery (see No. 3), then the supplier shall be obligated to affix the so-called CE mark to the objects of delivery.
- X.5. The supplier shall be obligated to ensure to ALPMA that the objects of delivery comply with the applicable accident prevention/ industrial safety regulations and the recognised occupational health and safety regulations, both of the supplier's country and of the Federal Republic of Germany. If the country of destination/utilisation is known to the supplier upon conclusion of the contract, the objects of delivery must also comply with the above-mentioned rules and regulations of the country of destination/utilisation. In particular, the supplier shall ensure that the objects of delivery comply with the relevant EU directives, the EC Machinery Directive, the German Devices Safety Act and the Machinery Ordinance, in the applicable version, and that the conformity assessment procedures prescribed by the directives have been carried out. The supplier shall be obligated to strict compliance with all regulations mentioned in this paragraph. If third-party claims are asserted against ALPMA due to failure by the supplier to comply with such regulations, then the supplier shall be obligated to exempt ALPMA from these claims when requested in writing for the first time. The exemption entitlement of ALPMA is independent of any fault of the supplier. ALPMA's above-mentioned exemption entitlement toward the supplier also includes the costs incurred by ALPMA in the litigation and pursuit of claims. It also includes all other expenses inevitably incurred by ALPMA as a result of or in connection with the claims asserted by a third party.
- XI. Limitation periods**
- XI.1. The limitation periods apply according to the statutory provisions with the following exceptions: Insofar as the limitation period for material defects would be two years according to law, it is extended to 30 months. This applies in particular to the two year limitation period for material defects claims in accordance with Section 438 I No. 3, 634 a I No. 1 of the German Civil Code.
- XI.2. The limitation period for legal defects (Section VIII.8) is 10 years starting from the conclusion of the contract.
- XI.3. For delivery objects and parts thereof replaced in connection with subsequent fulfilment and for delivery objects and parts thereof on which defects were remedied, the limitation period shall begin with completion of the subsequent fulfilment. For objects of delivery that cannot remain in operation during the examination of defects and subsequent fulfilment, the limitation period shall be extended by the time of the interruption due to defects.
- XII. Assignment, set-off, retention**
- XII.1. The assignment of any of the supplier's claims against ALPMA is excluded, except for financing purposes.
- XII.2. The supplier is not entitled to deny a measure that is due for the remedy of defects until complete payment of the purchase price or remuneration.
- XII.3. ALPMA is entitled to set-off and retention rights to the extent provided for by law. ALPMA is furthermore entitled to set off claims with receivables to which a company is entitled if ALPMA owns at least 50% interest in that company or is connected to it.
- XII.4. ALPMA can withdraw from the contract by written declaration before delivery. In this case the supplier can demand the expenses he has incurred before said withdrawal.
- XIII. Duty to inform and secrecy, security of information**
- XIII.1. If a delivery relationship exists, the supplier has a duty to inform about all circumstances that could be of significance to ALPMA; this includes in particular information about quality problems that possibly could not be resolved completely, about foreseeable delivery problems, and about all changes in product attributes with a possible effect on utilisation by ALPMA even if they do not result in the delivery object becoming defective.
- XIII.2. If suppliers of replacement parts intend to discontinue their production completely or partially, they are obligated to inform ALPMA about this at least 90 days beforehand.

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- XIII.3. Both parties shall be obligated to treat all non-public, business and technical details of which they become aware during the business relationship as trade secrets.
- XIII.4. The contractor shall take suitable measures for ensuring data security and for protecting his IT systems from programs with a damaging function (viruses) and from access by unauthorised third parties in order to adequately protect the information received from and the results produced for the ordering party from loss, alteration, distribution or access by unauthorised third parties.
- XIII.5. If the contractor receives access to person-related data during the performance of his services, he shall observe the legal provisions concerning data security and shall enable the ordering party to inform himself about compliance with said provisions. The contractor shall obligate his employees and freelancers in writing in accordance with Section 5 of the German Data Protection Act (BDSG).
- XIV. Code of conduct, supply chain security**
- XIV.1. The contractor is obligated to comply with the laws of the applicable legal system(s). In particular, he shall neither actively nor passively, directly nor indirectly be involved in any form of corruption, violation of its employees' basic rights or in child labour. In addition he shall be responsible for the health and safety of his employees in the workplace, observe environment protection laws and encourage and require its suppliers to observe this code of conduct.
- XIV.2. The contractor shall provide the necessary organizational instructions and take measures, particularly with regard to the following areas: premises security, business partners, personnel and information, packaging and transport, in order to guarantee security in the supply chain according to the requirements of the respective internationally recognised initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). He shall protect his deliveries and services to the ordering party or to third parties designated by the ordering party from unauthorised access and manipulation. For said deliveries and services he shall deploy only reliable personnel and shall obligate any subcontractors to adopt commensurate measures likewise.
- XIV.3. If the contractor culpably breaches the obligations in XIV, the ordering party shall be entitled to withdraw from the contract or terminate the contract without prejudice to further claims. Insofar as the breach of obligations can be remedied, said entitlement may be enacted only after an appropriate period of grace for remedying the breach of obligations has elapsed unsuccessfully.
- XV. Product-related environmental protection, declaration obligations, hazardous goods**
- XV.1. If the contractor delivers products whose product constituents are subject by law to material restrictions and/or material-related information obligations (e.g. REACH, RoHS), he must notify the ordering party of said constituents at the latest when the first delivery is made to the ordering company. The aforementioned shall apply with regard to laws only in as much as they are applicable at the place of business of the contractor or the ordering party or at the place of the receiving location stipulated by the ordering party.
- XV.2. If the delivery contains goods that must be classified as hazardous goods in accordance with international regulations, the contractor shall notify the ordering party thereof in a form agreed between the contractor and the ordering party at the latest when the order is confirmed.
- XVI. Export control, foreign trade data, reservation clause**
- XVI.1. The contractor must satisfy all requirements of the applicable national and international customs and foreign trade legislation ("foreign trade legislation"). The contractor must notify the ordering party in writing, not later than two weeks after the purchase order and without delay in the event of changes, of all data and information that the ordering party needs in order to comply with the foreign trade legislation in exports, imports and re-exports, in particular:
- all applicable export list numbers including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN);
 - the statistical commodity code according to the current commodity classification for export trade statistics and the HS (Harmonized System) Code; and
 - the country of origin (non-preferential origin) and, if requested by the ordering party, supplier declarations of preferential origin (in the case of European suppliers) or preferential certificates (in the case of non-European suppliers).
- XVI.2. If the contractor breaches his obligations under section XVI.1, it will be liable for all expenses and damage incurred by the ordering party as a result, unless the contractor is not responsible for the breach.
- XVI.3. The ordering party's obligation to fulfill this agreement is subject to the proviso that fulfillment is not prevented by any impediments arising out of national and international provisions of foreign trade legislation or any embargoes and/or other sanctions.
- XVII. Jurisdiction, applicable law**
- XVII.1. For all disputes arising as a result of or in connection with the contractual relationship, if the supplier is a domestic businessperson, a domestic legal entity under public law or a domestic separate estate under public law, then the competent court of jurisdiction for ALPMA shall be the sole place of jurisdiction. For legal action against ALPMA by suppliers who have no general place of jurisdiction in the Federal Republic of Germany, the competent court of jurisdiction for ALPMA shall likewise be the sole place of jurisdiction. For legal action by ALPMA against suppliers who have no general place of jurisdiction in the Federal Republic of Germany, the additional place of jurisdiction, in addition to the statutory places of jurisdiction, shall also be the competent court of jurisdiction for ALPMA. However, ALPMA is also entitled to take legal action at the place of performance for the delivery or service. Any arbitration agreements concluded by the parties shall take precedence.
- XVII.2. The laws of the Federal Republic of Germany shall apply exclusively with regard to the inclusion of these terms and conditions of ALPMA and for all legal relations resulting from this contract and any ancillary transactions and/or subsequent transactions for the parties and their legal successors. This choice of law clause and the above jurisdiction agreement are also subject to the laws of the Federal Republic of Germany, to the exclusion of UN sales law.