

General Terms and Conditions of Sale and Delivery

§ 1 General Provisions / Scope of Application / Written Form for Declarations

1. These General Terms and Conditions of Sale and Delivery of Schirm GmbH (hereinafter referred to as "GTC") apply to all deliveries of goods, other services and the processing thereof (contracts) by Schirm GmbH (hereinafter referred to as "Schirm") to its contractual partners (hereinafter referred to as "Customer"), provided that the Customer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law. These GTS, in their currently valid version, shall also apply to future deliveries of goods, other services and the processing thereof with the same Customer, even if Schirm does not refer to them or invoke them in every individual case.

2. Terms and conditions and other agreements deviating from these GTC shall only apply if Schirm has expressly acknowledged them in writing. If Schirm carries out the delivery in full knowledge of the terms and conditions of the customer and without expressly objecting to them, it cannot under any circumstances be inferred from this that Schirm has accepted or recognised these deviating terms and conditions. Neither silence nor the execution of the delivery nor the acceptance by Schirm of the contractually agreed remuneration shall be deemed to constitute such recognition.

3. Legally relevant declarations and notifications to be made by the buyer to Schirm after the conclusion of the contract, including the setting of deadlines, notifications of defects, withdrawal from the contract or a claim for a reduction, must be in writing to be valid.

4. References to the applicability of statutory provisions in these GTC serve only to clarify. Even without such a reference, the statutory provisions shall therefore apply if and to the extent that they are not expressly amended or excluded by these GTC.

§ 2 Conclusion of Contract / Orders / Offers / Amendments

1. Offers made by Schirm are non-binding unless they are expressly marked as binding or contain a specific acceptance period.

2. The customer's order for goods and other services shall be deemed a binding offer to enter into a contract. Schirm is entitled to accept this offer within three (3) weeks, unless otherwise stated in the customer's order.

3. Order acceptances, agreements or amendments are only binding if confirmed in writing by Schirm. Agreements made verbally or by telephone require subsequent written confirmation by Schirm to be legally valid. The same applies to verbal side agreements and amendments to the contract. The contract, including these General Terms and Conditions, is therefore only concluded once the customer has binding offer from Schirm within the specified time limit or Schirm has customer's order within the specified time limit and confirmed it in writing.

4. Product descriptions, documents and information provided to the customer, including: weights, dimensions and performance values, tolerances and/or technical data, do not constitute guaranteed characteristics. Minor deviations,

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deviations customary under commercial law, and deviations resulting from legal regulations are permissible, provided they do not impair the suitability for the contractually intended purpose.

§ 3 Quality of the goods / Technical advice / Samples and specimens / Guarantees / Customer's area of responsibility

1. Unless otherwise agreed, the quality of the goods is determined exclusively by Schirm's product descriptions, specifications and labelling. Uses of the goods identified as relevant under the European Chemicals Regulation (REACH) do not constitute an agreement on a corresponding contractual quality of the goods nor do they constitute a use required under the contract.

2. Where Schirm provides technical information free of charge in the course of business or provides advisory services, this is done to the best of its knowledge but is only to be regarded as non-binding advice, including with regard to any third-party intellectual property rights. The customer is thereby not relieved of the obligation to examine the goods supplied by Schirm for their suitability for the intended processes and purposes. The application, use and processing of the goods take place outside Schirm's control and are therefore the sole responsibility of the customer. The customer must ensure that, regardless of whether they use the goods supplied by Schirm themselves or resell them, generally applicable safety regulations, precautions and measures, etc., are observed. Insofar as there is any ambiguity in this regard or the impression arises that information provided by Schirm regarding safety precautions and measures, etc, may be inaccurate or incomplete, the customer must notify Schirm of this in writing and, if a risk or damage cannot be ruled out, await further information from Schirm.

3. The characteristics of samples and specimens

are only binding insofar as they have been expressly agreed as the quality of the goods.

4. Specifications regarding quality and shelf life, as well as other details, shall only constitute guarantees if they are agreed or designated as such.

5. The customer expressly declares that they do not require Schirm to comply with Good Manufacturing Practices (GMP) or comparable regulatory manufacturing standards. They are aware that Schirm's production facilities are not designed for GMP-compliant manufacturing and that a GMP-compliant quality management system is neither required nor agreed. The Customer warrants that the goods do not require GMP-compliant manufacture or comparable regulatory manufacturing standards, in particular not for use as medicinal products, medical devices, food supplements, veterinary medicinal products, foodstuffs or cosmetics, or in any other areas regulated by law or by the authorities with specific manufacturing requirements. The Customer shall indemnify Schirm against all claims by third parties asserted against Schirm on the grounds of a breach of GMP requirements or other regulatory standards, insofar as such claims are based on the fact that the goods are used in a regulated sector contrary to the Customer's above undertaking. This indemnity shall cover the reasonable costs of legal defence. In the event of any uncertainty regarding the regulatory requirements for the use of the goods, the customer is requested to consult Schirm before placing an order.

§ 4 Delivery dates / Delay in delivery

1. If fixed delivery dates have not been agreed or have not been expressly confirmed by Schirm upon acceptance of the order, Schirm shall endeavour to deliver as soon as possible. In this respect, Schirm is also entitled to make partial deliveries or provide

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partial services. If shipment has been agreed, the delivery periods and delivery dates refer to the time of handover to the forwarding agent, the carrier or any other third party commissioned with the transport. This does not apply if the parties have agreed that Schirm is obliged to deliver the goods to the customer's premises.

2. The date of delivery shall be the date on which Schirm makes the goods available to the customer within the agreed time limit.

3. If Schirm is unable to meet binding delivery deadlines, Schirm shall inform the customer of this without delay and, at the same time – insofar as this is already possible for Schirm – notify the customer of the expected new delivery date.

4. The occurrence of a delay in delivery is governed by the statutory provisions. In the event of a delay, the customer must set a reasonable grace period of at least two (2) weeks.

§ 5 Delivery / Place of Performance / Dispatch / Transfer of Risk / Default of Acceptance / Conclusion of a Separate Storage Contract / Over- and Under-deliveries

1. Deliveries shall be made in accordance with INCOTERMS® 2010 ex works (EXW). If it is agreed in individual cases that Schirm shall arrange for the dispatch of the goods, the place of performance shall be the place where Schirm hands over the goods to the carrier.

2. If the customer has specific shipping requirements and these result in additional costs, these shall be borne by the customer. Unless carriage paid delivery has been agreed, the customer must pay the freight costs in addition to the agreed price for the goods (i.e., in the absence of any agreement to the contrary, the agreed prices refer to deliveries ex works). In this case, the

customer's obligation to bear costs also applies to increases in freight rates occurring after the conclusion of the contract, any additional costs for re-routing, storage costs, etc.

3. If the customer is in default of accepting the goods, for example, if dispatch is postponed on the customer's instructions or the goods made available are not collected by the customer, the customer has the option of concluding a storage contract with Schirm until the actual delivery of the goods. The provisions set out in § 2 of these General Terms and Conditions of Sale shall apply mutatis mutandis to the conclusion of such an agreement.

4. In the event of the customer's default in acceptance, Schirm is entitled, after setting a reasonable deadline and its fruitless expiry, to dispose of the delivery item as it sees fit. Furthermore, in the event of default of acceptance by the customer, Schirm is also entitled to all other statutory rights.

5. In the case of made-to-order goods or custom-made products, production-related over- or under-deliveries are permissible to the extent customary in the trade.

6. In the case of call-off orders, Schirm is entitled, in the absence of a written agreement to the contrary, to procure the material for the entire order and manufacture the entire order immediately.

Consequently, any requests for changes by the customer cannot be taken into account after the contract has been concluded. This paragraph applies mutatis mutandis where Schirm procures goods from third parties.

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**§ 6 Force majeure / impediments to performance
/ withdrawal in the event of prolonged disruption
or force majeure**

1. Force majeure in any form, unforeseeable operational, traffic or shipping disruptions, fire, explosion, aircraft or vehicle impact, natural disasters of any kind, high or low water, unforeseeable shortages of labour, energy, raw materials or auxiliary materials, industrial action, lockouts, political unrest, acts of terrorism, war, official orders, the failure or delay in performance by subcontractors engaged by Schirm, or other obstacles for which Schirm is not responsible and which lie beyond Schirm's control, which reduce the provision of services, the availability of goods or dispatch, delay, prevent or render unreasonable, shall release Schirm from its obligation to perform for the duration and to the extent of the disruption. Schirm shall notify the customer immediately of the occurrence of such a disruption, its expected duration and the foreseeable extent of its effects.

2. If the disruption or event of force majeure lasts longer than three (3) months, or if it becomes apparent that such an impediment will last longer than three (3) months, Schirm shall be entitled to withdraw from the contract in whole or in part in the event of a disruption that is not merely insignificant; in this case, any consideration already paid by the customer shall be refunded without delay. The Customer's contractual or statutory rights of withdrawal or termination shall not be affected by the above provisions.

3. Furthermore, Schirm shall be released from its obligation to comply with binding delivery or performance deadlines and dates agreed upon if the customer breaches its contractual obligations to such an extent or in such a manner that Schirm can no longer reasonably be expected to continue

with the services and work necessary for the performance of the contract.

4. In the event of any of the aforementioned impediments referred to in this Section 6, the following shall apply: if the impediments are of a temporary nature and Schirm does not exercise its right of withdrawal, the delivery or performance deadlines shall be extended or the delivery or performance dates postponed by the duration of the impediment plus a reasonable start-up period.

§ 7 Invoicing / Payments / Set-off / Rights of retention and refusal to perform / Assignment of claims arising from the contractual relationship

1. Unless otherwise agreed or specified in the invoice, the invoice amount is due immediately upon receipt of the invoice and payable without deduction within ten (10) calendar days of the invoice date. The invoice shall be deemed to have been received no later than three (3) days after the invoice date at the billing address last notified by the customer. Payments shall only be deemed to have been made once the amount is finally available in an account held by Schirm.

2. The customer may only set off undisputed or legally established claims. Retention of payment is excluded in all cases.

3. Schirm is entitled to apply payments made by the customer first towards the settlement of their older debts. If costs and interest have already been incurred, the payment shall first be applied to the costs, then to the interest and finally to the principal amount.

4. The assignment by the customer of claims – of whatever nature – arising from the contractual relationship to third parties requires the prior written consent of Schirm. Any assignment made

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without this consent is invalid. 5. Schirm reserves the right to charge interest on overdue invoices.

§ 8 Retention of title: simple, extended and prolonged retention of title / Processing clause / Combination and mixing clause / Right to information / Default of payment / Partial waiver clause

1. Schirm retains title to the delivered goods (hereinafter referred to as “goods subject to retention of title”) in all cases until full payment of all current and future claims arising from the ongoing business relationship with the customer, including ancillary claims and claims for damages (hereinafter referred to as “secured claims”), in all cases.

2. Prior to payment of the secured claims, the goods subject to retention of title may neither be pledged to third parties nor transferred as security. If and to the extent that third parties seek to attach the goods subject to retention of title, the customer must notify Schirm of this immediately in writing.

3. Insofar as Schirm processes materials provided by the customer (hereinafter referred to as “customer-supplied materials”) within the meaning of Section 950 of the German Civil Code (BGB), it is agreed that Schirm shall acquire co-ownership of the end product even if the value of Schirm’s processing activity is insignificant in relation to the value of the product. In this case, Schirm shall immediately acquire co-ownership of the new goods in a proportion corresponding to the value of Schirm’s processing work in relation to the value of the customer-supplied materials.

4. If, within the meaning of Sections 947 and 948 of the German Civil Code (BGB), the goods subject to retention of title are combined or inseparably mixed with other items not belonging to Schirm in

such a way that one of the other items is to be regarded as the principal item, it shall be deemed agreed that the Customer shall transfer to Schirm co-ownership of the new item in proportion to the value of the goods subject to retention of title in relation to the other combined or mixed items, and shall hold such co-ownership in safekeeping for Schirm with the diligence of a prudent businessman. The parties hereby agree in advance to the transfer of ownership taking place in this respect.

5. The Customer is entitled to resell the goods subject to retention of title owned by Schirm in the ordinary course of business, provided that the Customer fulfils its obligations arising from the business relationship with Schirm in a timely and proper manner. In this case, the Customer hereby assigns to Schirm, by way of security, all claims to which it will be entitled in the future against third parties as consideration for the resale of the goods subject to retention of title, including all ancillary claims. Schirm accepts this assignment. Schirm is entitled to collect the claims assigned to Schirm in its own name if the customer (a) is in default of payment in respect of the goods subject to retention of title, (b) an application has been made to open insolvency proceedings in respect of the Customer’s assets, or (c) there are other defects in the Customer’s ability to perform from which it can be concluded that the fulfilment of the claims to which Schirm is entitled is at risk. In the aforementioned cases (a) to (c), the customer shall, at Schirm’s request, provide Schirm with all necessary information and documents regarding the stock of goods owned by Schirm and the claims assigned to Schirm. Likewise, upon Schirm’s request, the Customer must mark the goods owned by Schirm as such and inform its customers of the assignment.

6. If the goods subject to retention of title are not (immediately) resold, the Customer shall be

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obliged to store the goods subject to retention of title with due care and, at its own expense, to insure them against loss and damage to the extent required of a prudent businessman, for as long as the retention of title remains in force.

7. If, as a result of the security interests provided for in this Section 8, Schirm is over-secured by more than 10% in relation to the Customer's total liabilities to Schirm at any given time, Schirm shall, at the Customer's request and at its discretion, be obliged to release security interests up to the amount exceeding 110% of the secured total liability.

§ 9 Industrial property rights, copyright, patent rights or competition law / third-party rights

1. Insofar as the subject matter of the contract to be supplied by Schirm to the customer, be it a single product, a range of products or a complete system solution, is eligible for protection in whole or in part under the relevant laws (e.g. the Patents Act, the Copyright Act, Utility Model Act, Design Act), Schirm shall, together with the subject matter of the contract, transfer the right, limited to the respective contractual scope, to use, exploit or resell it in the ordinary course of business in accordance with the contract. The transfer of any further rights from Schirm to the customer requires a separate written agreement to be valid.

2. In the event of an infringement of industrial property, copyright, patent, competition or similar rights and third-party trade marks (hereinafter collectively referred to as "property rights") by Schirm when applying the formulations or process descriptions prescribed or recommended by the customer, or when using materials procured by the customer or by Schirm from a supplier specified by the customer, the following shall apply: the Customer shall be obliged to indemnify Schirm against any claims or other demands asserted

against Schirm by third parties on the grounds that one of their intellectual property rights has been infringed by Schirm's activities, unless Schirm has caused the infringement of intellectual property rights through gross negligence or willful misconduct.

3. If the customer or its customers are held liable by third parties for infringement of intellectual property rights in relation to a product manufactured by Schirm (subject matter of the contract), the customer must inform Schirm of such claims in writing without delay. The customer must provide as detailed a description as possible of the third party's grounds for the claim and the amount of the claim asserted.

§ 10 Notice periods / Notice periods in the event of default of acceptance / Permitted short deliveries

1. The goods delivered by Schirm must be carefully inspected immediately upon delivery. The customer must notify Schirm in writing of any obvious defects immediately upon delivery and of any defects that can be detected during a proper inspection of the goods, at the latest within 14 calendar days of receipt of the goods, specifying the defect in detail. Section 377(3) of the German Commercial Code (HGB) applies to hidden defects. Notification of hidden defects must also be made in writing to Schirm and must specify the defect in detail. In all cases, the following applies: if the customer fails to give notice of defects within the prescribed period, the goods delivered shall be deemed to have been accepted.

2. The time limits for inspecting or reporting defects shall apply even if dispatch is postponed on the customer's instructions or if the customer is in default of acceptance for other reasons; in such cases, the time limit shall commence from the date

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on which Schirm notifies the customer that the goods are ready for dispatch.

3. Normal filling losses or other quantity losses in production that are difficult to avoid with reasonable effort are permissible and shall be deemed to be in accordance with the contract.

§ 11 Customer-supplied materials: Transfer of risk / Warranties / Defects / Indemnification against claims

1. Deliveries of customer-supplied materials are always made at the customer's expense and risk. Insurance against transport damage shall be taken out only upon the customer's written instruction and at a separate charge.

2. The customer warrants and represents that the customer-supplied materials delivered by them and made available to Schirm for order processing comply with all statutory requirements are suitable for the purpose of manufacturing the contractual item agreed between Schirm and the customer, and that they are free from any defects (e.g. contamination) and fully comply with the specifications provided by the customer. Furthermore, the customer shall always provide up-to-date safety data sheets in German. In the event of an update to the safety data sheets, the customer is obliged to bring this to Schirm's attention without delay.

3. Schirm shall immediately notify the Customer in writing of any apparent defects in the materials supplied by the Customer and raise a complaint as soon as such defects are identified in the normal course of business. Such a notification of defects shall in any event be deemed to have been made without delay if it is made within 14 calendar days of Schirm receiving the customer-supplied materials. Schirm shall notify the customer of any hidden defects discovered by Schirm at a later date

within 14 calendar days of becoming aware of them and shall send the customer a corresponding notification of defects.

4. In the absence of any express agreement to the contrary, Schirm's duty to inspect goods supplied by the customer under Section 377 of the German Commercial Code (HGB) is limited to a visual inspection for external damage, a quantity check to the usual extent (for larger quantities of goods, by means of meaningful spot checks, weighing and/or counting) and a check of the product contents by comparing the delivery note with the labelling/markings on the product.

5. If Schirm identifies defects in goods supplied by the customer, the customer must, upon request and at Schirm's discretion, remedy the existing defects immediately and free of charge by repair or replacement. In addition, the customer shall bear all costs associated with the rectification of the defect. These include, among other things, the costs incurred in troubleshooting as well as any necessary expert and transport costs. If the rectification of the defect is refused, or if rectification or replacement is not possible or proves unsuccessful, or if the rectification of the defect is delayed beyond a reasonable period set in writing by Schirm, then Schirm shall be entitled to the statutory rights to rescind the contract, claim a reduction in price, and claim damages.

6. If Schirm is held liable by a third party due to a defect in the customer's supplies (including where, as a result of this defect, the subject matter of the contract agreed between Schirm and the customer is also defective), the customer shall be obliged to indemnify Schirm against any claims or other demands made by such a third party.

7. Schirm is only obliged to insure the customer's supplies at the customer's request. If the customer requests insurance for the customer's supplies,

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they must notify Schirm in writing of the maximum value of the customer's supplies. The costs of the insurance shall be borne by the customer.

**§ 12 Third-party goods: Transfer of risk /
Warranties / Defects / Indemnification against
claims**

1. Insofar as Schirm, in addition to the customer-supplied materials, uses other raw or auxiliary materials, including base materials, components, labels, packaging and containers (hereinafter also referred to as "third-party goods") for the manufacture of the contractual item agreed with the customer in its own name from third parties, Schirm and the customer shall, in their internal relationship, treat the matter as if the customer had purchased the third-party goods from the supplier/manufacturer in its own name and at its own expense and subsequently delivered the third-party goods to Schirm. The delivery of third-party goods shall therefore always be at the customer's expense and risk. Insurance against transport damage shall be taken out exclusively on the customer's written instruction and at a separate charge.
2. If Schirm procures the third-party goods from specific suppliers and manufacturers, the customer guarantees and warrants that the third-party goods comply with all statutory requirements, are suitable for the purpose of manufacturing the contractual item agreed between Schirm and the customer, are free from any defects (e.g. contamination) and fully comply with the specifications provided by the customer.
3. Schirm shall immediately notify the supplier/manufacturer and also the customer in writing of any apparent defects in the third-party goods delivered and shall lodge a complaint as soon as such defects are identified in the normal

course of business. Such a notification of defects shall in any event be deemed to have been made without delay if it is made within 14 calendar days of Schirm's receipt of the third-party goods. Schirm shall notify the supplier/manufacturer and the customer of any latent defects discovered by Schirm at a later date within 14 calendar days of becoming aware of them and shall send a corresponding notice of defects to the supplier/manufacturer and the customer.

4. Schirm's duty to inspect third-party goods is limited, within the framework of Section 377 of the German Commercial Code (HGB), to a visual inspection for external damage, a quantity check to the usual extent (for larger quantities of goods by means of meaningful spot checks, weighing and/or counting) and a check of the product contents by comparing the delivery note with the labelling/markings on the product.

5. If Schirm identifies defects in the third-party goods, Schirm shall (in close consultation with the customer) request the supplier of the third-party goods to remedy the existing defects immediately and free of charge by repair or replacement and/or assert further rights against the supplier (if rectification is refused, not possible, unsuccessful or insufficient).

6. If Schirm is held liable by a third party due to a defect in the third-party goods (including, but not limited to, because, as a result of this the subject matter of the contract agreed between Schirm and the customer is defective), the customer is obliged to indemnify Schirm against any claims or other demands made by such a third party. Subject to the condition precedent of the customer providing such indemnity, Schirm hereby assigns to the customer all existing claims against the supplier/manufacturer of the third-party goods.

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§ 13 Claims for defects by the customer / Breach of warranty / Rights of recourse under the provisions governing the sale of consumer goods

1. If the goods delivered by Schirm are defective and the customer has duly notified Schirm of this defect in accordance with their duty to inspect and give notice of defects as set out in § 10 of these GTC, the customer shall be entitled to the statutory rights as follows:

a) Schirm shall, at its discretion, have the right to have the defective goods sent to Schirm for repair or replacement, with subsequent return at Schirm's expense, or for the customer to keep the defective product on hand and have the repair or replacement carried out on site by Schirm or by a third party commissioned by Schirm. The customer is entitled to this option if it is unreasonable for them to send the defective product to Schirm.

b) In the event of a replacement delivery, the defective goods must be returned by the customer at Schirm's request. Schirm is entitled to two (2) attempts at subsequent performance. If subsequent performance fails or is unreasonable for Schirm, the customer may, at their discretion, withdraw from the contract or demand a reduction in the purchase price. However, in the case of a mere minor defect, the customer has no right of withdrawal.

c) Section 14 of these General Terms and Conditions of Sale applies to claims for damages or claims by the customer for reimbursement of futile expenses.

2. Insofar as Schirm has fraudulently concealed the defect or has failed to comply with an agreed guarantee regarding the quality of the goods delivered, the customer's rights in respect of material defects shall be governed by the statutory provisions.

3. If the warranty claim constitutes a recourse claim by the customer after the customer has successfully asserted a claim under the provisions governing the sale of consumer goods, the claims for recourse under the provisions governing the sale of consumer goods remain unaffected. Section 14 of these General Terms and Conditions of Sale applies to the claim for damages.

4. Any necessary recalls of defective goods must be agreed with Schirm, unless there is imminent danger due to particular urgency.

5. The customer's warranty claims shall become time-barred one (1) year after delivery of the goods.

§ 14 Exclusions of liability, limitations of liability, claims for recourse and indemnification in the event of claims under the Product Liability Act

1. Schirm shall generally be liable for damages in accordance with the statutory provisions. However, in the event of a breach of essential contractual obligations due to simple negligence – i.e. those whose fulfilment is essential for the proper performance of the contract, which arise from the nature of the contract and whose breach jeopardises the achievement of the purpose of the contract (cardinal obligations) – Schirm's liability is limited to compensation for typical, foreseeable damage; in the event of a breach of non-essential contractual obligations due to simple negligence, Schirm's liability is excluded.

2. The above exclusions and limitations of liability do not apply to claims arising from injury to life, limb or health.

3. If claims are made against Schirm by third parties on the grounds of product liability, for example under the Product Liability Act, the customer shall

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indemnify Schirm against all third-party claims, unless the customer proves that liability is based on gross negligence or wilful misconduct on the part of Schirm.

4. If the customer demands subsequent performance from Schirm, Schirm may refuse this if it is only possible at disproportionate cost (Section 439(1) sentence 1 of the German Civil Code (BGB)). Costs are deemed disproportionate if they exceed the net value of the delivery of the defective goods by 50%.

5. Insofar as an exclusion or limitation of liability exists in favour of Schirm in accordance with the provisions of this Section 14 of the General Terms and Conditions of Sale (AVL), this exclusion or limitation of liability shall also apply to any claims the customer may have against Schirm's organs, legal representatives, employees, staff, agents, vicarious agents and assistants arising from the same cause of liability.

§ 15 Place of performance / Jurisdiction / Partial invalidity / Supplementary law / Miscellaneous

1. The place of performance for the Customer's payment obligations is Schönebeck (Elbe).

2. Schirm is entitled to transfer the rights and obligations arising from the business relationship with the customer to an affiliated company of Schirm within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG).

3. The law of the Federal Republic of Germany shall apply exclusively to all legal relationships between Schirm and the Customer. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) are excluded. However, the conditions and effects of the retention of title pursuant to § 8 of these General Terms and Conditions of Sale shall be governed by the law of

the respective place of storage of the goods subject to retention of title if and to the extent that the choice of law in favour of German law is inadmissible or ineffective.

4. The exclusive place of jurisdiction for all disputes arising from the contractual relationship is Schönebeck. However, Schirm is also entitled to assert claims against the customer at the customer's general place of jurisdiction.

5. Personal data processed in connection with the contractual relationship is stored by us for the purposes of contract performance in accordance with Article 6(1)(b) of the GDPR.

6. The data controller is Schirm GmbH;
Geschwister-Scholl-Straße 127, 39218 Schönebeck (Elbe), Germany,
Place of registration: Schönebeck (Elbe),
Commercial Register: Stendal Local Court HRB 114962, VAT No. DE811168595,

Managing Director: Thomas Schulz.

Contact details of the Data Protection Officer:
datenschutz@schirm.com

The purpose of the processing is to fulfil a contract to which the data subject is a party. The potential categories of recipients of the personal data are logistics companies or other businesses that assist us in delivering your goods. We will only disclose your data if this is necessary for the performance of the contract between the data subject and us, or for the implementation of pre-contractual measures at the data subject's request. The data will be relevant for accounting purposes. We are therefore required to store the data for 10 years in accordance with the German Fiscal Code. Further information on Articles 13 and 14, as well as notifications pursuant to Articles 15 to 22 and 34

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regarding the processing of data to the data subject, is available at <https://www.schirm.com/downloads/>.

Conditions of Sale and Delivery (AVL) be or become invalid, this shall not affect the validity of the remaining provisions.

7. Should any provision of these General Terms and

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