Brandenburger

Terms and conditions of Brandenburger Isoliertechnik GmbH & Co. KG

Taubensuhlstraße 6, D-76829 Landau/Pfalz, Germany

I. Scope of application

1) The following terms and conditions apply for all our deliveries and services. They also apply for the initiation, the completion, as well as the handling of all business with the customer, even in the future. We do not recognise conflicting purchasing or ordering terms and conditions of the customer, unless we have expressly agreed to their validity in writing. The present terms and conditions also apply when we carry out deliveries or services for the customer without reservation even if we have knowledge of terms from the customer that deviate from or are in conflict with our terms and conditions. These terms and conditions only apply for companies, legal persons under public law, and in connection with special funds under public law.

2) Personal data that has been transferred by the customer is processed by us in the course of proper business operations for the purpose of implementing the contractual relationship according to Section 28 I No 1 BDSG (Federal Data Protection Act).

II. Written form

1) Insofar as these terms and conditions require written declarations, e-mails, fax, IT printouts, or electronic declarations of this form are deemed adequate for the purposes of due diligence. Sending data per e-mail is carried out at the customer's own risk.

2) Verbal collateral agreements will not be made. Any amendment to this contract must be in writing. Any agreement on a deviation from the written form must also be made in writing. The possibility of proof of verbal individual agreements remains unaffected.

III. Conclusion of the contract

Our offers are non-committal and do not form a legally binding offer, rather an invitation to submit offers. Only with your order is a binding offer created. A contractual obligation only comes about when the customer receives our written order confirmation. The contents of the order confirmation are exclusively authoritative. Verbal, telephone and telegraphic agreements are only binding if they are subsequently confirmed in writing, unless in an individual case, the obligation is expressly agreed. The customer is liable for the correctness of the documents and information that he has to supply, especially drawings and information pertaining to usage. All agreements are based on our general terms and conditions. Deviating terms and conditions cannot be applied.

IV. Times limits for delivery, transfer of risk, place of delivery

1) The delivery times are agreed to before or at conclusion of the contract individually in the form of weekly deadlines, and only become binding with our written confirmation. The start of the delivery time specified by us assumes that the customer has fulfilled his contractual obligations properly and punctually. This includes, among other things, the punctual receipt of all documents, necessary permissions (especially permissions according to foreign trade regulations) and approvals, and the adherence to agreed payment terms. If these prerequisites are not fulfilled in time, the deadlines will be extended appropriately. Our deliveries are generally ex works in accordance with the clause EXW of the Incoterms in their current version, either through collection by the customer or "carriage forward" shipment if desired. We will notify the customer of

the time of collection in such a timely manner that he can take the usual measures necessary. The time of sending ex works or notification of readiness for collection is decisive for adherence to delivery times and deadlines. The agreed delivery date is considered adhered to when the goods for delivery are ready for shipment ex works on the delivery date. Delivery dates are considered adhered to with notification of readiness for shipment if the goods cannot be sent punctually in cases where we are not at fault.

2) Force majeure means circumstances and events which could not be prevented through prudent exercise of proper business management. Force majeure of any kind, unforeseeable operating, traffic or shipment disturbances, fire damage, floods, unforeseeable lack of labour forces, energy, raw materials or auxiliary materials, strikes, lock-outs, orders by the authorities, or other obstacles for which we are not responsible, and which will reduce, delay, prevent or make unreasonable the manufacture, the shipment, the acceptance or the consumption will release us from the obligation of delivery or acceptance for the duration and extent of the disturbance. If, due to the disturbance, the delivery and/or acceptance is exceeded by more than eight weeks, cancellation of the contract is permitted. With partial or full loss of our procurement sources we are not obliged to cover our requirements from third party sub-suppliers. In this case, we are entitled to distribute the available quantities of stock, taking into account our own requirements. Other claims by the customer are excluded.

3) Adherence to delivery deadlines is subject to deliveries to us having also been made correctly and in good time. No. IV paragraph 2 sentences 2-4 will apply accordingly.

4) Partial deliveries and invoicing of the same are permissible insofar as no disadvantage for performance of the contract result.

5) We are only in default with the delivery or service if the delivery or service is due and an explicit written reminder has been received. For damage not caused intentionally or by negligence, we are liable for 0.5 % of the price of the part of the delivery or service for each full week of delay. This sum will not exceed a maximum of 5 % of the price, however.

6) Claims for compensation by the customer due to delivery or service delays, and claims for compensation in lieu of delivery or service which exceed the limits stipulated in paragraph 5) are excluded in all instances of delayed delivery or service, including after the expiry of any delivery or service deadline set by us. This does not apply in the case of intention, gross negligence or mandatory liability in the case of injury to life, limb, or health. The customer can only withdraw from the contract in accordance with the statutory provisions when we are responsible for the delay in delivery. There is no change of the burden of proof to the disadvantage of the customer associated with the preceding provisions.

7) The place of performance for delivery and payment is our place of business.

8)
a) The time of the transfer of risk will be determined by clause EXW of the Incoterms in their currently valid version. Afterwards, the danger of accidental destruction or accidental deterioration of the goods for delivery or goods entrusted to us for contractual processing (finishing) is transferred to the customer with notification of readiness for collection. Notification of readiness for collection is equivalent to the handover of the goods to the transporting party or the goods leaving our plant or warehouse for shipment, insofar as the goods are sent at the request of the customer. All shipments are at the risk of the customer from leaving our delivery plant or warehouse, even when freight-paid delivery has been agreed.
b) If shipping or pick-up is delayed upon request of the customer or for reasons which are the fault of the customer, or made impossible through no fault of our own, the risk is transferred to the customer with the notification of readiness for collection or shipment. In such cases we are entitled to place the goods in a warehouse at our discretion at the cost and risk of loss of the customer, to undertake all measures which we regard as necessary for preserving the goods and to invoice the goods as being delivered. Additionally, we are entitled to claim for damages incurred to us including additional expenditures, if applicable. The statutory provisions relating to delayed acceptance remain unaffected. Furthermore, after the unsuccessful expiry of an appropriate grace period for collection, we are entitled to dispose otherwise of the goods and to supply the customer after an appropriately extended deadline or to supply the customer at his own risk and expense.

c) The customer is obliged to pay the incurred costs, at a minimum, however, storage costs to the amount of 0.5 % of the invoiced amount for each month that starts after notification of the readiness for shipment.

V. Foreign trade provisions

1) In the event that after conclusion of the contract, we identify circumstances that justify the assumption of a present or future violation of national, European or supranational provisions, as well as US export law or existing approval requirements, and present this credibly and without delay to the customer, we will be permitted an appropriate time period for further examination of this situation. For the time of this testing period as well as the performance of a required approval process, the occurrence of default is excluded by mutual agreement. Insofar as a required approval is not granted or cannot be granted for other reasons, we have a right to refuse service and to withdraw from the contract.

2) Resale in embargoed countries (total embargo, partial embargo) or to denied persons is always subject to approval. The customer will undertake to already notify us during the query about a planned use of the requested goods for military or nuclear purposes. This also applies for cases where the customer is acting directly or indirectly for third parties and has knowledge that the requested goods are destined for the above-mentioned end uses.

3) At our request, the customer will supply us without delay, at maximum within ten working days (Monday to Friday), with the corresponding end-use documents in the form specified by the Federal Office of Economics and Export Control (BAFA).

4) The observance and compliance with the relevant foreign trade provisions and other laws of its own country and those of the country to which delivery is to be made falls within the sphere of responsibility of the customer. He must notify us in writing of any special situations arising from these provisions, for example, with regard to the German export list, Annexes I and IV of the EC dual-use regulation, or the US Commerce Control List.

5) In the case of non-observance of the regulations contained in Par. 2) to 4), the customer will be liable to us for resulting damages incurred, and will release us at first request from claims in relation to third-parties.

VI. Proof of export

If a customer based outside of the Federal Republic of Germany or its representative collects goods, and transports or sends then to the foreign territory, the customer must produce the proof of export necessary for tax purposes. If such proof is not provided, the customer must play the valid value added tax given on the invoice applicable for deliveries within the Federal Republic of Germany.

VII. Prices, transport costs, methods of payment

1) The purchase price or compensation for work performed is set forth in our order confirmation; in the case of transactions within Germany, the statutory value added tax must always be added - even if this was overlooked in the order confirmation. If any statutory charges or fees which are charged on goods movements or which make the performance of work more expensive (in particular value added tax, customs duties, compensatory amounts, currency, freight charges) or negotiated wage rates increase outside of a period of 4 months from the date of the contract but before completion of execution of the contract, we are entitled to raise the price to reflect the additional costs which we have demonstrably incurred; the same applies in the case of materials bought in for contracts the execution or partial execution of which is not planned until 7 months after the date of the contract. The agreed prices apply to framework agreements. Should the raw material prices on the supply side rise by more than 5 %, the agreed prices will be adjusted to the changed circumstances. The amount of the change will be established by mutual agreement.

2) Invoices will be due for payment in full 30 days after the invoice date, unless confirmed otherwise. The assertion of further damages caused by default will remain unimpaired.

3) Unless free delivery to the customer is agreed, transport costs and transport insurance of the goods in transit are not included and are charged to the customer. Insurance against transport damage will only be taken out at the request and expense of the customer. An undertaking by us to ship the goods does not lead to any change in the transfer of risk, place of fulfilment and terms set forth above. Shipping method and route will be chosen by us, however, without guarantee for cheapest freighting, full exploitation of pay loads, and required size of carriages and containers. We will determine the freight forwarder or carrier. Additional costs due to different wishes from the customer will be borne by the customer. We must be informed of such wishes in good time before shipment. Customer wishes will be considered as far as possible and at the customer's cost. In the event of damage to or loss of the goods during transport, the customer will immediately arrange an evaluation of the situation, and will notify us in writing of the findings without delay after the shipment is received. The damaged delivery is to be sent back to us after prior consultation.

4) We may withdraw from the contract, demand prepayments, or make our delivery dependent on the granting of securities, if circumstances become known to us after concluding the contract that justify doubts on the customer's credit-worthiness or his ability to pay. These rights are especially applicable when due payments are not immediately settled despite a reminder, or, for example, on application for the opening of insolvency proceedings.

5) The customer hereby grants us a right of lien to materials supplied to us for execution of the order and to claims in lieu thereof as security for all current and future claims arising from the business relationship with him. If the customer is in default with a payment or a loan, we are entitled, on the day of payment or loan default, to realise at our own discretion, the material forming the subject of attachment at the stock-market quoted value, or at the customary German market value in the event that no price is available.

6) If the customer is not willing to make advance payment or furnish security, we have the right to withdraw from these contracts after granting a reasonable period of grace and demand compensation for reason of non-fulfilment or reimbursement of expenses.

VIII. Liabilities of drawings, illustrations, dimensions, and weights

Drawings, illustrations, dimensions, and weights are only approximate guides, unless expressly referred to as binding. The right is reserved for deviations in diameter, weight, dimensions, unit number, or design and quality caused by raw material or production conditions; lengths exceeding or below 10 % are permitted as is customary, unless DIN- / EN- / ISO norms prevent this, and do not justify reclamations and price reductions. If no DIN standards or data specifications for materials exist, the relevant EN or ISO standards will apply, lacking which the usual trade standards.

IX. Property rights

1) If the contractual products are to be produced according to the customer's specifications, the customer undertakes the warranty that no third-party property rights are violated through manufacture and delivery.

2) If, in such a case, third parties prohibit manufacture and delivery, referring to property rights which they hold, we have the right to discontinue manufacture and delivery and demand compensation for our expenses

3) We are not obliged to examine the legal position.

4) Claims for compensation by the customer are excluded in such cases.

5) The customer must pay any damages arising from the infringement of any property rights and release us from claims made by third parties. Advance payment for any litigation costs must be paid at our request.

X. Documents, confidentiality

1) We will retain ownership and copyrights for all offers and cost estimates as well as the drawings, illustrations, calculations, brochures, catalogues, models, tools and other documentation, as well as other auxiliary material that have been made available to the customer. The customer must not allow third parties access to these items themselves or to their contents without our express written permission, nor may he inform third parties of them, use or reproduce them himself or allow third parties to use or reproduce them. At our request, he must return these items to us in their entirety and, where applicable, destroy any copies made of them, if they are no longer needed by him in the proper course of business or if negotiations do not result in the conclusion of a contract.

2) If the customer comes into contact with business secrets and/or know-how belonging to us during execution of the order, he must maintain secrecy about them and make arrangements to ensure that our protectable interests are not damaged and protectable knowledge is only used in connection with the order or subsequent use of the item itself, which is covered by the order. In particular, the customer bears the burden of proof that the business secrets and/or know-how were already known to him beforehand or were at least obvious to him.

3) The customer is obliged to treat as business secrets all commercial and technical details supplied in connection with the order. He is obliged to treat as confidential the documents and information even after the respective contract has been processed. Their reproduction is only permitted within the context of operational requirements and the copyright stipulations. Disclosure to third parties is only possible with our written consent.

XI. Tools

The customer will bear the costs for the production, procurement, modification, repair or provision of manufacturing moulds and tools. Ownership of such moulds and tools as well as the related copyrights will remain with us even after payment. This will not apply if the customer provides his own manufacturing moulds or tools for performing the order without us having changed such items significantly. Exclusive supply rights for products manufactured from the moulds must be expressly agreed to with the customer. We undertake to keep ready manufacturing moulds and tools paid for by the buyer until the point of natural wear, for a maximum, however, of two years after the last delivery.

XII. Quality descriptions, consultation, material sampling

1) Special properties of our deliveries or service are only agreed to at the express wish of the customer and are only guaranteed by us if we have expressly stated this in our order confirmation. References to technical product descriptions, material properties, DIN provisions, sales brochures, or similar are no guarantee of the properties featured there. On no account is any property guaranteed which cannot be determined until the substance has been mixed or bonded with other substances or objects. Public statements, promotion or advertising do not constitute any statement as to the composition of our products.

2) Testing the suitability of the delivered or processed items for the customer's own operational use or further processing purposes, as well as the selection of the items is entirely the responsibility of the customer. This applies in particular for the observation of statutory and official regulations when using the products.

3) We accept no liability whatever for any type of consultation or recommendation provided by us, either in writing or verbally, or, for example, through our sales force; to this extent we also do not assume any contractual consulting obligations. Insofar as we provide technical information, recommendations, or work in an advisory capacity, and this information, advice, or these recommendations are not part of the contractually agreed scope of services owed by us, this is done free of charge and excluded from any type of liability, even in relation to any property rights of third-parties. The application, use and processing of the products occur beyond our possibilities of control and therefore lie exclusively in the customer's sphere of responsibility.

4) If an extra chemical analysis or technical-physical data from materials testing are required by contract, we will be liable for the reliability of these only within the testing capabilities or our company laboratory.

XIII. Packaging material

1) If no other alternative agreement has been made, we will stipulate the type and scope of packaging. The choice of packaging is made according to best judgement and by taking due care. Any packaging for purposes beyond transportation or any additional special protection, e.g., for prolonged storage or warehousing, requires express agreement.

2) Unless otherwise agreed, we will only take back packaging material to the extent that we are obliged to do so according to packaging regulations.

XIV. Obligation to give notice of defects, material defects, recourse claims, withdrawal, damages

1) The customer's defect rights and all contractual damages claims relating to our deliveries, services and works are subject to the customer having met his obligations to make inspection and give notice of defects as per Section 377 of the German Commercial Code (HGB). Otherwise the defect will be considered approved. After the arrival of delivered good or of goods that have been processed by us, the customer must check these in accordance with normal trading standards and immediately report in writing material or processing defects. Hidden defects are also to be reported immediately upon discovery. On our request, the customer will allow us to examine the goods objected to, and will not make any changes to them by means of further processing, installation or other operational use until we have reached a decision regarding recognition/rejection of the notice of defect. Any claims arising from defects will become invalid in the case of culpable violation of this customer obligation. In the case of reclamations, the customer will give us the opportunity to inspect the goods in question. We reserve the right to charge the customer freight and handling costs as well as the inspection costs in the case of unfounded reclamations. The regulation in Section 377 of the German Commercial Code (HGB) applies accordingly to services and works. A notice of defects does not release the customer from compliance with his payment obligations.

2) We are liable as follows for material defects that already existed at the time of transfer of risk:

a) First, we are to be given the opportunity to provide for rectification of the defect within a suitable period of time. If rectification fails, the customer may - without prejudice to any claims to damages - withdraw from the contract or reduce remuneration.

b) Defect claims do not apply if there is only a minor deviation from the agreed property of the goods or only a minor impairment of usability, if the damage is due to natural wear or improper or negligent treatment after the transfer of risk, excess stress, unsuitable operating materials, defective workmanship, unsuitable subsoil, or special external influences which are not presupposed by the contract. If improper modifications or repairs are made by the customer or third parties, they are not entitled to assert claims for damages on the consequences resulting thereof.

c) Any claims by the customer due to costs required for the purpose of rectification, in particular transport, route-related, labour, and material costs, are excluded, to the extent that expenses increase because the delivered object or service was subsequently brought to another location than the customer's place of business.

d) The customer's recourse claims against us as per Section 478 (German Civil Code) (recourse of the customer), provided these can be considered, will only exist if the customer has not reached any agreements with its customer which exceed statutory claims based on defects.

e) The limitation period for claims and rights due to defects to our products, services, and works, as well as the resulting damage amounts to one year. The above limitation period does not apply if the law specifies

longer periods in the cases under Sections 438 para. 1 no. 2, 479 and 634 a para. 1 no. 2 of the German Civil Code.

3) In the case of a withdrawal by the customer, he must provide compensation for lost value even in the case of deterioration of the delivered goods through contractually stipulated use.

4) If an acceptance test for the work has been agreed, it must take place in our plant or warehouse within a week of the date of our notification of readiness for acceptance. The customer will bear the costs of this acceptance test. Acceptance is deemed as having been made if the customer does not accept the object of delivery within this one week period. Insofar as we have not taken on any guarantee for the property of these goods or have not maliciously concealed a defect, the rights of the customer due to a defect after successful performance of the acceptance test by the customer are excluded, insofar as the customer has not provided notice of the defect, although he could have discovered it during the type of acceptance test agreed to, i.e., he negligently failed to discover the defect.

5) Subsequent performance measures, i.e., the delivery of a defect-free item or the removal of defects, do not mean that the limitation period starts afresh; rather, the limitation period applicable to the original delivery item is merely suspended for the period of the subsequent performance measure. In the event of doubt, subsequent performance by us does not represent acknowledgement as defined in Section 212 no. 1 of the German Civil Code.

6) There is no change of the burden of proof to the disadvantage of the customer associated with the preceding provisions.

7) Furthermore, item XV (Other claims for damages) will also apply to claims for damages. Any other claims of the customer against us and our agents for material damage, or claims exceeding those provided for in item XIV are excluded.

8) Unless stipulated explicitly elsewhere, the statutory regulations on the start of the limitation period, suspension of the period, stay and recommencement of the period remain unaffected.

XV. Other claims for damages

1) Claims for damages and reimbursement of expenditure of the customer (hereinafter: claims for damages), regardless of the legal reason, in particular due to breach of obligation arising from the debtor relationship or from illegal acts, will be excluded.

2) This does not apply where liability is legally mandated, such as, under the Product Liability Act, in the case of intention, gross negligence, or the case of injury to life, limb, or health, on account of the violation of important contractual obligations. Claims for damages for the violation of important contractual obligations are, however, limited to contract-typical, predictable damage, provided there is no intent or gross negligence, or liability for injury to life, limb, or health. There is no change of the burden of proof to the disadvantage of the customer associated with the preceding provisions.

3) The duty of compensation is further excluded insofar as the customer on his part has limited his liability against his customer effectively. The customer will endeavour to agree limitations of liability also to our benefit to the extent that is legally permissible.

4) Insofar as the customer is entitled to claims for damages according to this item XV., these will lapse on expiry of the limitation period applicable for material damage claims as per item XIV. no. 2) e). The statutory limitation period provisions apply in the case of claims for compensation due to intent, when we maliciously concealed the defects, when we have taken on a guarantee for the property of the goods, in the case of compensation claims due to injury to life, limb, or health, or a person's freedom, for claims from the Product Liability Act, in the case of grossly negligent breaches of obligation, or culpable violation of important contractual obligations, as well as if the statutory rulings on consumer goods purchase law apply.

XVI. Retention of title

1) All delivery items remain our property until full payment of our claims against the customer with regard to the purchase price or compensation for work (including such claims deriving from earlier or later transactions) as well as any incidental claims (e. g. interest on arrears, dunning charges) has been received. This retention of title will also apply to those amounts not yet due or deferred, as well as claims which we hold or acquire against the customer for other legal reasons than a purchase or works delivery or works contract, in particular in case of the replacement of the above mentioned claims with abstract bills or cheques receivable. The customer is entitled to dispose of the goods to which title is retained only in the ordinary course of business, in particular he is entitled to sell the goods further or to process them further until such entitlement is revoked by us.

2) Processing or finishing of the reserved goods at the customer's premises will be carried out without the customer attaining any entitlement to compensation for work from us. If, by means of joining the reserved goods with other parts which are not our property, another item or group of assets is formed, we will acquire a co-ownership share in the production or purchase value of the other parts in relation to the value of our invoice for the reserved items. The customer will store the reserved goods for us free of charge. He must insure them to the customary extent against the normal risks such as fire, theft and water damage. The customer hereby assigns to us his compensation rights, which it has as a result of damage of the aforementioned type, against insurance companies or other obligated parties to the amount of the invoiced value of the goods. We accept the assignment.

3) The customer assigns to us in advance the claims arising from the resale of reserved goods against the secondary customer - in the case of co-owned goods in proportion to the amounts referred to in paragraph 2) sentence 2 (extended retention of title). If the value of the reserved goods has increased at the customer's through processing or other upgrading measure, the assignment in advance is limited to the amount of our invoice value plus 10 percent thereof. The customer will not use those parts of claims which are not assigned to our disadvantage. The customer is entitled to dispose of the goods to which title is retained in the ordinary course of business, until such entitlement is revoked by us. He must transfer the collected amounts immediately to us insofar as our claims are due. But the customer is obliged to notify us on request of the assigned debtors and to advise them of the transfer. Our authority to collect the receivables ourselves remains unaffected. We will however refrain from enforcing the claim as long as the customer continues to meet his payment obligations from the proceeds obtained, does not fall into arrears with payment, and, in particular, as long as no application is made for the initiation of insolvency proceedings and the customer does not stop payments. If the customer already assigned the claims deriving from the re-sale of goods to which title is retained or of goods under co-ownership in favour of third parties (in particular to banks that have granted loans) at an earlier time than to us, this is not deemed to be a sale in the ordinary course of business. Resale within the meaning of this Para. 3 also refers to the reserved goods used for discharging contracts for work.

4) The customer will inform us immediately of any seizure of or other impairment to our reserved goods or of any claims (part claims) assigned to us in advance arising from their further sale by third parties. The customer will on demand grant access to his business premises for the purpose of ascertaining, marking, segregated storage or removal of the reserved goods. The customer will undertake to give us the information necessary for us to assert our claims as previously assigned to us against secondary customers and to provide us with copies of those documents of evidence required from his business records.

5) Insofar as our rights deriving from the regular or extended retention of title in connection with any other real security granted to us by the customer exceeds the value of our claims from the business relationship by more than 10 percent, we will on demand of the customer release items offered as security at our own option.

6) If, in the case of non-domestic sales, the retention of title agreed under this item XVI. is not permitted with the same effect as under German law, then we will retain title to the goods until payment of all of our claims arising out of the contractual relationship formed through the sale of the goods. If the foregoing retention of title is not permitted with the same effect as under German law either, but it is permissible to reserve other rights in respect of the goods, then we are authorised to exercise all of these rights. The customer is obliged

to cooperate with measures that we wish to take to protect our property right, or another right in its place, on the goods. In the case of serious violations against the duty of cooperation, the customer will be liable for any and all damages and additional costs which arise as a result thereof.

XVII. Plea of uncertainty, offsetting, and retention

Offsetting against our payment claims is excluded, unless the customer's counterclaims are recognised by us as indisputable or legally valid.
The customer cannot exercise any right of retention on the grounds of counterclaims deriving from a different contractual relationship to the specific contractual relationship.

XVIII. Applicable law, Incoterms

1) This contract will be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods from 11.04.1980 is excluded from application.

2) The INCOTERMS in their current version will be applicable.

XIX. Court of jurisdiction

1) The contractual relationships with the customer are governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2) If the customer is a merchant, the sole place of local and international jurisdiction is our place of business for all disputes resulting directly or indirectly from the contractual relationship. This also applies to disputes arising from the processing of documents, bills of exchange or cheques. We are also entitled to bring legal action at the customer's place of business.

XX. Severability clause

If any provision of these terms and conditions and any other further agreements is or becomes invalid, this does not affect the validity of the remaining provisions of the contract.

As of March 2018