RELAX,
WE CARE

TERMS AND CONDITIONS FOR GERMANY

Effective as of July 4, 2023

1. SCOPE OF APPLICATION

1.1 These General Terms and Conditions of NTS Deutschland GmbH—hereinafter referred to as "NTS" or "we" or "us"—apply to all our business relationships with our customers—hereinafter referred to as "Customer"—provided that the Customer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law.

1.2 These General Terms and Conditions apply to all types of contracts, in particular to contracts for the sale and/or delivery of goods (e.g., hardware with any associated software), for the temporary provision of goods or software, as well as for services and work performed. Unless otherwise agreed, the General Terms and Conditions apply in the version valid at the time the contract is concluded.

1.3 Our General Terms and Conditions apply exclusively. Any deviating, conflicting, or supplementary general terms and conditions of the customer, in particular terms of purchase, shall only become part of the contract to the extent that we have expressly agreed to their validity. This requirement for consent applies in all cases, for example, even if we perform the service for the customer without reservation while being aware of the customer's general terms and conditions.

1.4 Individual agreements made with the customer on a case-by-case basis—including ancillary agreements, supplements, and amendments—shall in any case take precedence over these General Terms and Conditions.

1.5 References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions therefore apply to the extent that they are not directly amended or expressly excluded in these General Terms and Conditions.

2. CONCLUSION OF THE CONTRACT

2.1 Our offers are subject to change and non-binding and are to be understood as a mere invitation to the customer to submit a legally binding offer (invitatio ad offerendum). This also applies if we have provided the customer with catalogs, technical documentation (e.g., drawings, plans, calculations), other production descriptions, or documents—including in electronic form. We reserve the rights of ownership, use, and exploitation of the documents provided.

2.2 The legally binding offer submitted by the customer shall only be deemed effectively accepted by NTS once it has been confirmed by NTS in writing (§ 126b BGB, e.g., via email) or NTS actually begins to perform the service, whichever occurs first. The customer's offers remain valid for 14 days from submission and may be accepted by NTS within this period. NTS is under no obligation to enter into a contract. Verbal side agreements regarding the customer's offers, which must be confirmed in writing (Section 126b of the German Civil Code (BGB), e.g., via email), or regarding validly concluded contracts are only valid if and when their effectiveness is confirmed by NTS in the form of a commercial confirmation letter.

2.3 Cost estimates are non-binding and represent merely an estimate.

3. DELIVERY AND DELAY

3.1 Unless otherwise agreed in writing, delivery shall be made to the NTS location specified in the offer (EX WORKS, INCOTERMS 2020). This is also the place of performance for the delivery and any subsequent performance. At the customer's request and expense, the goods will be shipped to a different

destination (sale with shipping). Unless otherwise agreed, we are entitled to determine the method of shipment—in particular the carrier, shipping route, and packaging—ourselves.

3.2 The risk of accidental loss and accidental deterioration of the goods passes to the customer no later than upon handover or acceptance. In the case of a sale with delivery, however, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, passes to the customer upon delivery of the goods to the forwarding agent, the carrier, or any other person or entity designated to carry out the shipment. Handover or acceptance is deemed to have taken place if the customer is in default of acceptance.

3.3 We are entitled to make partial deliveries to a reasonable extent.

3.4 Unless otherwise confirmed in writing, delivery dates and delivery periods are subject to change and may be adjusted (i.e., extended or postponed) by NTS as needed, provided this is not unreasonable for the customer. In case of doubt, a delivery period of at least 3 months shall be deemed agreed. If a delivery date or delivery period is expressly agreed as fixed, this period shall commence on the date of acceptance of the order (= the customer's offer) by NTS.

3.5 If, despite proper and sufficient procurement prior to the conclusion of the contract, NTS is not supplied, not supplied on time, or not supplied correctly by its supplier/sub-supplier through no fault of its own, NTS shall inform the customer immediately upon becoming aware of this in writing or in text form. In such a case, NTS shall have the option to postpone the delivery for the duration of the hindrance or to withdraw from the contract in whole or in part, provided that NTS has informed the customer of the hindrance and has not assumed any procurement risk pursuant to § 276 BGB or a delivery guarantee.

3.6 Section 3.5 also applies in the event of force majeure, regardless of the type of contract. Force majeure is any event beyond the control of the respective contracting party that prevents NTS from fulfilling its obligations in whole or in part. This includes any circumstance that makes delivery difficult or impossible, either permanently or temporarily, for a period of at least 14 business days, in particular road closures, shipping disruptions, strikes, lockouts, natural disasters, fire, war, war-like events, insurrection, official orders, pandemics, etc.

3.7 The occurrence of our default is determined in accordance with statutory provisions. In any case, however, a reminder from the customer is required.

3.8 The customer's rights pursuant to Section 10 of these General Terms and Conditions and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

3.9 NTS notes that, pursuant to EU Regulation (EU) 2021/821, the export of dual-use products (products usable for both civilian and military purposes) to third countries is subject to authorization for all European companies. By submitting its offer, the customer expressly confirms receipt of the relevant information and undertakes to NTS (a) to complete the customer certificate fully and correctly and to submit it duly signed to NTS (as specified therein), (b) to provide truthful representations in the Customer Certificate and to comply with the representations made therein, and (c) to repeat steps (a) and (b) upon request by NTS, if necessary, to ensure the Customer Certificate remains up to date.

4. CUSTOMER'S OBLIGATIONS TO COOPERATE, OBLIGATION TO BACK UP DATA

4.1 The customer is obligated to cooperate to the extent necessary for the provision of services (e.g., by providing information or granting remote access).

4.2 The customer is obligated to perform regular data backups. The obligation to perform data backups applies in any case before the customer grants us access to their system.

4.3 The customer is obligated to notify NTS immediately, at least in writing (§ 126b BGB), if circumstances exist that could give rise to reasonable concerns regarding the customer's solvency or their ability to properly meet their obligations to NTS as they become due. In this regard, the customer must, in particular, inform NTS of (in each case foreseeable or already occurring) (a) deteriorations in the customer's creditworthiness or probability of default as assessed by Creditreform or comparable creditor protection associations, (b) technical over-indebtedness, (c) insolvency and imminent insolvency, (d) payment delays, (e) applications (by the customer itself or by third parties) to initiate insolvency proceedings regarding the customer's assets, and (f) refusals to open insolvency proceedings regarding the customer's assets due to lack of assets. If the customer breaches its duty to provide information, it shall be liable to NTS for all damages resulting therefrom.

5. PRICES, SHIPPING COSTS, AND TERMS OF PAYMENT; RIGHTS TO REFUSE PERFORMANCE

5.1 Unless otherwise agreed in individual cases, our prices current at the time of contract conclusion shall apply to the delivery of goods, ex-warehouse, plus applicable statutory value-added tax and other taxes and fees prescribed by law or regulation. The prices quoted are "EX WORKS" in accordance with INCOTERMS 2020 (see Section 3.1) and do not include the costs of transportation, which are to be borne by the customer.

5.2 Unless otherwise agreed in individual cases for the provision of services or work, our hourly rates in effect at the time the contract is concluded shall apply, ex-warehouse, plus the applicable statutory value-added tax and other levies and fees prescribed by law or regulation. The current hourly rate list is available at the following link: https://www.nts.eu/stundensaetze/.

5.3 NTS is entitled to adjust the prices of goods if, after the conclusion of the contract but prior to delivery to the customer, the manufacturer has increased its prices and NTS purchases the goods at the increased prices. The same applies in the event of increases in taxes, customs duties, public freight charges, and other ancillary fees. Price reductions will only be passed on if, in the context of a price adjustment by NTS within the meaning of sentence 1, other goods that are the subject of the same contract have become cheaper on the part of the manufacturer, or if, upon the assertion of increased ancillary charges, other ancillary charges have decreased. The customer is entitled to withdraw from the contract in the event of a price increase exceeding 25% of the total order value. If NTS exercises its right to price adjustment pursuant to this Section 5.3, no index adjustment pursuant to Section 13 shall apply to this price adjustment.

5.4 If we undertake the assembly or installation and nothing else has been agreed upon in individual cases, travel costs are not included in the quoted price. In this case, the respective travel costs listed at https://www.nts.eu/stundensaetze/ at the time the contract is concluded shall apply.

5.5 In the case of mail-order sales (see also Section 3.1), the customer bears the shipping costs from the warehouse and the costs of any shipping insurance requested by the customer.

5.6 Payment is due immediately upon maturity. Partial services may be invoiced after performance. We are entitled at any time—including within the context of an ongoing business relationship—to perform a service in whole or in part only against advance payment. We shall declare a corresponding reservation no later than upon order confirmation or acceptance of the order.

5.7 The customer is only entitled to set-off or retention rights if their claim has been legally established or is undisputed. This does not apply if the customer's counterclaims result from the same contractual

relationship and/or would entitle the customer to withhold their performance pursuant to Section 320 of the German Civil Code (BGB). In the event of defects, the customer's counterclaims, in particular those under Section 10.9 of these General Terms and Conditions, remain unaffected.

5.8 If a ground for insolvency within the meaning of §§ 16 et seq. Insolvency Code (insolvency, imminent insolvency, over-indebtedness), the customer must disclose this to NTS in writing (Section 126b of the German Civil Code (BGB)) when submitting a binding offer, even if the statutory obligation to file for insolvency is suspended.

5.9 If a contract is concluded with a customer who meets the requirements of Section 5.8 at the time of submitting their offer, it shall be deemed agreed—regardless of whether the customer duly informed NTS of this at the time of submitting their offer—that services provided by NTS shall be rendered exclusively against advance payment. The customer bears the burden of proof that they did not yet meet the requirements of Section 5.8 at the time of submitting their offer.

5.10 If, after the conclusion of the contract, it becomes apparent—e.g., through a petition for the opening of insolvency proceedings—that our claim for remuneration is jeopardized by the customer's lack of solvency, we are entitled, in accordance with statutory provisions, to withhold performance and—if necessary, after setting a deadline—to withdraw from the contract—§ 321 BGB. In the case of contracts for the manufacture of non-fungible goods—custom-made items—we may declare our withdrawal immediately; the statutory provisions regarding the dispensability of setting a deadline remain unaffected.

5.11 With regard to NTS's right to declare payments immediately due in the event of a deterioration in the customer's financial situation, reference is made additionally to Section 7.2(a).

5.12 If and as long as the customer is in default of payment, NTS is entitled to withhold contractual services not yet rendered and to refuse to perform them until the outstanding claims against the customer (including default costs) have been settled in full. In the case of services of a continuing nature—in particular in the case of software licensing by NTS for a limited period, e.g., on a subscription basis—NTS is furthermore entitled to withdraw or prohibit the customer's use of the contractual service (e.g., the licensed software) until the claim has been duly settled.

5.13 Special rights to withhold performance may arise from shrink-wrap terms accepted by NTS on behalf of the customer (see Section 8.3) or from such terms and conditions of third parties accepted by the customer itself. NTS is entitled to revoke or prohibit the customer's use of the contractual service (e.g., the licensed software) provided that, to the extent that, and for as long as, the respective measure serves to enforce a legitimate right of refusal to perform on the part of a third party (e.g., the respective software licensor) and said third party instructs NTS accordingly.

6. RETENTION OF TITLE

6.1 We reserve title to the goods sold until all of our current and future claims arising from the contract—secured claims—have been paid in full.

6.2 The goods subject to retention of title may neither be pledged to third parties nor transferred as security prior to full payment of the secured claims. The customer must notify us immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties—e.g., through attachments—gain access to the goods owned by us.

6.3 In the event of the customer's breach of contract, in particular failure to pay the due remuneration, we are entitled to withdraw from the contract in accordance with statutory provisions and/or to demand the return of the goods based on the retention of title. The demand for return does not simultaneously constitute a declaration of withdrawal; rather, we are entitled merely to demand the return of the

goods and to reserve the right to withdraw. If the customer fails to pay the due remuneration, we may assert these rights only if we have previously set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable under statutory provisions.

6.4 If the realizable value of the collateral exceeds our claims by more than 10%, we will release collateral of our choice at the customer's request.

7. DETERIORATION OF THE CUSTOMER'S FINANCIAL SITUATION, WITHDRAWAL FROM THE CONTRACT BY NTS

7.1 For the purposes of these General Terms and Conditions, a deterioration in the customer's creditworthiness, debt situation, credit rating, and/or solvency is always deemed material if it gives rise to objectively justified doubts as to whether the customer will be able to fully service and fulfill its debts and obligations to NTS when due. A material deterioration is presumed rebuttable (see Section 7.3) if (i) the customer is more than 45 days in default on due payments and/or (ii) any of the cases listed in Section 4.3 subparagraphs (a) through (f) occurs.

7.2 In the event of a material deterioration in the customer's creditworthiness, debt situation, creditworthiness, and/or solvency of the customer, as well as in the event of reasonable grounds for suspicion suggesting the occurrence of such a material deterioration, NTS—unless mandatory statutory provisions preclude this—is entitled to (a) demand payment of the claims against the customer arising from the respective contractual relationship with immediate effect, notwithstanding any agreed to demand immediate payment of all outstanding claims against the customer with immediate effect, and furthermore, in the case of services of a continuing nature, to switch to periodic billing in advance (unless such billing was already provided for) and, in each case, to suspend or withhold all outstanding deliveries and services until all due and outstanding claims have been settled in full, and/or (b) to demand adequate security for the outstanding claims from the customer (e.g., in the form of the granting of a lien or comparable security, at NTS's discretion in each case) and/or (c) to declare immediate withdrawal from the contract with the customer or its termination without notice and for cause, and to claim compensation for all disadvantages and expenses incurred by NTS as a result.

7.3 In the event of a dispute, as well as upon request by NTS, the Customer must prove that no material deterioration in its creditworthiness, debt situation, credit rating, and/or solvency has occurred and that there are no reasonable grounds for suspicion suggesting the occurrence of such a material deterioration. If the customer has duly fulfilled its information obligations pursuant to Section 4.3, NTS will only exercise its rights pursuant to Section 7.2 if it has previously granted the customer at least five business days to provide the evidence required under this Section 7.3 and such evidence has failed to be provided; if the proof is successful, this does not preclude a reassessment of the situation by NTS in the event of a change in circumstances. Business days for the purposes of these provisions are all weekdays from Monday to Friday, excluding German national holidays.

7.4 In the event of withdrawal from the contract, the services provided by both parties must be rescinded immediately. In this context, the Customer must pay a reasonable usage fee for services provided by NTS and/or for goods or works already used by the Customer following delivery.

8. GRANT OF LICENSE, THIRD-PARTY LICENSE TERMS, AUTHORIZATION

8.1 The Customer's use of the delivered hardware in accordance with the contract may require the Customer to enter into a separate license agreement regarding the use of certain software or the use of certain subscription services, subscriptions, or similar ("Required Licenses"). Subject to Section 8.2, first sentence, the respective licensing constitutes an agreement between the Customer and the owner of the rights to the services for which the Necessary Licenses are granted. The respective agreement must be concluded no later than when the customer puts the hardware into operation and limits the use of the intellectual property rights to the services covered by the Necessary Licenses. Before NTS enters into a contractual relationship with the customer, NTS will inform the customer accordingly of the requirement to acquire Necessary Licenses.

8.2 NTS is personally liable for granting Necessary Licenses only if this is expressly agreed upon in each individual case, at a minimum in writing (Section 126b of the German Civil Code (BGB)). In all other respects, the granting of the relevant license rights takes place exclusively through the respective rights holders, either by NTS's acceptance of shrink-wrap terms on behalf of the customer (see Sections 8.3 and 8.4) or by the customer's own acceptance of the relevant license terms upon commissioning of the hardware.

8.3 In order to perform the services in accordance with the contract, it may be necessary for NTS to install the software, subscription services, subscriptions, etc., required to operate the delivered hardware on the hardware for the customer or to activate access to them for the customer, for which the license terms of the respective provider must be accepted on behalf of the customer to acquire the necessary licenses ("shrink-wrap terms"). Shrink-wrap terms may be embedded in electronic form within the respective software or attached to the software documentation.

8.4 NTS is authorized and empowered to confirm and accept the respective shrink-wrap terms on behalf of the customer to the extent necessary to enable NTS to fulfill its contractual performance obligations.

9. SPECIAL PROVISIONS FOR SUPPORT AND MAINTENANCE OF HARDWARE AND SOFTWARE

9.1 The provision of support and maintenance services for hardware and/or software must be expressly agreed upon between the parties, subject to Section 2. The scope and content of the relevant services are determined—subject to any deviating written agreement—by the NTS Standard SLA in effect at the time the contract is concluded, which is available at the following link: https://www.nts.eu/asb/ (General Support Terms)

9.2 The fee for agreed-upon support and maintenance services is set forth in the contract between the parties. In the absence of an express provision, the hourly rates of NTS current at the time the contract is concluded shall apply, available at the following link: https://www.nts.eu/stundensaetze/.

9.3 Support and maintenance services shall be provided by NTS—at its reasonable discretion—via remote access or on-site at the customer's premises. Travel time shall be considered working time and shall be billed to the customer at the applicable hourly rates, unless a flat-rate fee or other deviating provision has been agreed upon.

9.4 The term of the respective support and maintenance contract is determined by the agreement between the parties. In the absence of an express provision, a contract term of 12 months shall be deemed agreed. Unless the contract is terminated by either party in writing (Section 126b of the

German Civil Code (BGB), e.g., by email) with three months' notice to the end of the respective term, it shall automatically renew for an additional 12 months, unless the parties have provided otherwise in the respective contract.

10. CUSTOMER'S CLAIMS FOR DEFECTS

10.1 Unless otherwise specified below, the statutory provisions apply to the customer's rights in the event of material defects, defects of title, and poor performance, including incorrect or short deliveries as well as improper installation or defective installation instructions. In all cases, the special statutory provisions regarding final delivery of unprocessed goods to a consumer remain unaffected, even if the consumer has further processed them—supplier recourse pursuant to § 478 BGB. Claims arising from supplier recourse are excluded if the defective goods have been further processed by the customer or another business, e.g., by incorporation into another product.

10.2 To the extent that the quality has not been agreed upon, the existence of a defect shall be assessed in accordance with statutory provisions (Section 434(1), (2), and (3) of the German Civil Code (BGB), Section 633(2), sentences 2 and 3 of the German Civil Code (BGB), Section 536 of the German Civil Code (BGB)).

10.3 However, we assume no liability for public statements made by the manufacturer or other third parties—e.g., advertising claims.

10.4 The customer's rights regarding defects are contingent upon the customer having fulfilled their statutory obligations to inspect and give notice of defects—§ 377 HGB.

10.5 If the performance is defective, we may initially choose whether to provide subsequent performance by remedying the defect—repair—or by delivering a defect-free item—replacement delivery. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

10.6 If the defective item has been installed in or attached to another item in accordance with its nature and intended use, and if the customer is entitled, based on statutory requirements or agreements made, to demand reimbursement of the necessary expenses for removing the defective item and for installing or attaching the repaired or delivered defect-free item, the customer shall first request that we immediately declare whether we will undertake the removal and installation ourselves within a reasonable period or arrange for it at our expense. If we immediately declare that we will carry out the removal and installation ourselves, the customer shall grant us a reasonable period for this, unless such a period has already been granted with the request for a declaration. If we remove the defective item within a reasonable period and install the repaired or delivered defect-free item within a reasonable period, the customer shall not be entitled to any claim for reimbursement of expenses related to the removal and installation or fitting.

10.7 If the customer may demand the necessary expenses for the removal of the defective item and the installation or fitting of the repaired or delivered defect-free item, the customer is not entitled to demand an advance payment for removal and installation costs and other costs of subsequent performance.

10.8 We are entitled to make the owed subsequent performance contingent upon the customer paying the due remuneration. However, the customer is entitled to withhold a portion of the remuneration that is reasonable in relation to the defect.

10.9 The customer must provide us with the time and opportunity necessary for the required subsequent performance, in particular by handing over the goods subject to complaint for inspection purposes. In the event of a replacement delivery, the customer must return the defective item to us in accordance with statutory provisions.

10.10 In urgent cases, e.g., where operational safety is at risk or to prevent disproportionate damage, the customer has the right to remedy the defect themselves and to demand reimbursement from us for the expenses objectively necessary for this purpose. We must be notified of such self-remedy immediately, if possible in advance. The right to self-remedy does not apply if we would be entitled to refuse corresponding subsequent performance in accordance with statutory provisions.

10.11 In the case of subscription services, subscriptions, or similar, the warranty is excluded for only minor impairments of the service's suitability. Strict liability pursuant to Section 536a(1) of the German Civil Code (BGB) for defects that already existed at the time of contract conclusion is excluded.

10.12 Claims by the customer for damages or compensation for futile use shall apply even in the case of defects only in accordance with Section 10 and are otherwise excluded.

11. OTHER LIABILITY

11.1 Unless otherwise provided in these General Terms and Conditions, including the following provision, we shall be liable for breaches of contractual and non-contractual obligations in accordance with statutory provisions.

11.2 We are liable for damages—regardless of the legal basis—under the principle of fault-based liability in cases of willful misconduct and gross negligence. In cases of ordinary negligence, we are liable only to the extent provided by law (e.g., the standard of care required in one's own affairs), subject to a more lenient standard of liability,
a) for damages resulting from injury to life, limb, or health
b) for damages resulting from a material breach of a fundamental contractual obligation (an obligation whose fulfillment is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and is entitled to rely); in this case, however, our liability under is limited to compensation for the foreseeable, typically occurring damage, but not exceeding the sum insured available to NTS for the specific claim with Chubb European Group SE Insurance Company in the amount of EUR 10,000,000.00 for personal injury and/or property damage, subject to an annual limit of EUR 20,000,000.00 and EUR 5,000,000.00 for pure financial losses.

11.3 The limitations of liability arising from Section 11.2 also apply in the event of breaches of duty by or in favor of persons for whose fault we are liable under statutory provisions. They do not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods, nor do they apply to claims by the customer under the Product Liability Act.

11.4 In the event of a breach of duty that does not consist of a defect, the customer may only withdraw from the contract or terminate it if we are responsible for the breach of duty. In all other respects, the statutory requirements and legal consequences apply.

11.5 In the event of data loss caused by simple negligence, we are liable only for the damage that would have occurred even if the customer had performed proper and regular data backups appropriate to the importance of the data; this limitation does not apply if the data backup was impeded or impossible for reasons for which we are responsible.

12. STATUTE OF LIMITATIONS

12.1 For claims covered by Section 438(1)(3) of the German Civil Code (BGB) or Section 634a(1)(1) BGB, the statutory limitation period of two or three years does not apply; instead, a limitation period of one year from delivery or acceptance applies. The special statutory provisions on the statute of limitations under § 438(3), §§ 444, 445b, and 634a(3) of the German Civil Code (BGB) remain unaffected.

12.2 The foregoing limitation periods also apply to the Customer's contractual and non-contractual claims for damages based on a defect, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would result in a shorter limitation period in individual cases. However, the Customer's claims for damages pursuant to Sections 11.2 and 11.3 shall be subject exclusively to the statutory limitation periods.

13. INDEX ADJUSTMENT

13.1 All agreed prices, in particular the offered maintenance and hourly rates, are value-protected based on the General Consumer Price Index, which is continuously compiled by the Federal Statistical Office, or an index replacing it.

13.2 The starting point for this index-linking is the published index figure for January of the year in which the contract is concluded. An index adjustment of prices is carried out annually (retroactively if necessary) as of February 1 of each year. In doing so, the index figure for January of the current year is compared with the index figure for January of the previous year, thereby determining the percentage of the fee adjustment for the following twelve months. Contracts concluded after July 1 are exempt from the price adjustment in the following year.

14. GOVERNING LAW AND JURISDICTION

14.1 These General Terms and Conditions and the contractual relationship between us and the customer are governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

14.2 If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive—including international—place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship is Leipzig. However, in all cases, we are also entitled to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Sale or a prior individual agreement, or at the customer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected.