



## **General Terms and Conditions of RENNER GmbH Kompressoren**

### **January 2020**

#### **I. scope**

These terms and conditions shall apply between RENNER GmbH Kompressoren (hereinafter referred to as "**supplier**") and:

- a) enterprises (§ 14 German Civil Code (BGB)) which act in the exercise of their commercial or independent professional activity when concluding the contract;
- b) legal persons governed by public law or special funds governed by public law (hereinafter referred to as the **purchaser** and/or **customer**).

2. All deliveries and services of the supplier are based on these terms and conditions. Deviating terms and conditions of purchase of the customer shall not become part of the contract even through acceptance of the order or delivery.
3. The terms and conditions shall also apply if they are not mentioned in later contracts and in particular to all contracts concluded with the supplier in online business transactions in the web shop.

#### **II. conclusion of contract**

1. In the absence of a special agreement, a contract is concluded with the order confirmation of the supplier following the order and its contents or, in the case of immediate execution of the order, with the delivery of the ordered goods.
2. The representations of the supplier's goods in his web shop do not represent legally binding offers, but a non-binding catalogue of goods or a non-binding advertisement. They do not tacitly become subject of the contract.
3. The ordering process via the supplier's web shop comprises a total of four steps. In the first step, the customer gives his customer data, the invoice address and a possibly different delivery address. In the second step, the customer selects the desired goods. In the third step, the customer chooses the payment method. In the last step, the customer has the opportunity to check all details (e.g. name, address, payment method, ordered items) once again and correct them if necessary before sending the order to the supplier by clicking on "BUY NOW" and thus submitting a legally binding offer.
4. Confirmation of receipt of the aforementioned order in accordance with Clause 3 shall be sent by e-mail immediately upon receipt by the supplier. The confirmation of receipt does not yet constitute acceptance of the contract. The supplier is entitled to accept orders from the customer within 14 days of receipt. A contract is only concluded when a declaration of acceptance is sent in a separate e-mail, the ordered goods are delivered or handed over. The date of receipt by the customer is decisive. Silence on offers of the purchaser does not constitute acceptance.
5. After the supplier has issued a declaration of acceptance, the purchaser shall not be entitled to rescind the contract unless otherwise stipulated by law or contract.
6. If the customer has objections to the content of the order confirmation, he must object to this immediately. Otherwise, the contract shall be concluded in accordance with the provisions and content of the order confirmation.
7. The supplier may electronically store and process the data required for the execution of the contract. The data will also be used for further maintenance of the business relationship for direct advertising, unless the customer objects.
8. If a framework delivery contract has been agreed, the purchase contract between the customer and the supplier is only concluded with the confirmation of acceptance or delivery following the individual call-off.

#### **III. description of goods**

1. If the contract refers to goods which are subject to technical further development, the supplier shall be entitled to deliver goods in accordance with the latest manufacturer data sheet, provided that the usability for the contractually agreed purpose is not impaired. Deviations customary in the trade

- and deviations which occur due to legal regulations are also permissible provided that they do not impair the usability for the contractually intended purpose. The customer is obliged to inform the supplier if his interest is limited exclusively to the type ordered and may not deviate from this type under any circumstances.
2. Information about the goods sold by the supplier (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as representations thereof (e.g. drawings and illustrations), in particular in brochures, type lists, catalogues, data sheets, advertising material, descriptions, specifications and other technical terms of delivery, certificates (e.g. certificate of compliance) and other documents are only approximate unless usability for a specific purpose is contractually agreed and do not in any case constitute a guarantee of quality or durability on the part of the supplier.
  3. Samples of the goods marketed by the supplier shall be deemed to be test samples and shall constitute a basis for express agreement does not guarantee the quality of the goods. The current tolerance ranges must be considered.

#### **IV. master agreements or call orders**

1. Master agreements or call orders, in which the customer orders a certain quantity of goods, which are to be delivered in several partial deliveries over a certain period of time, are only possible with a separate agreement with a fixed schedule for the individual deliveries. Unless otherwise agreed, the master agreement or call order has a maximum term of six months. Remaining stocks can be delivered at the end of the term.
2. If master agreements or call orders exist, the individual deliveries must be called-off by the customer no later than 8 weeks before the desired delivery date. After expiry of a reasonable period of grace, the supplier shall be entitled to deliver the goods after expiry of the desired delivery date and to invoice them and to demand compensation for additional expenses or to withdraw from the contract and, if the purchaser has acted culpably, to demand damages instead of performance. If the call dates are not met by the customer, the supplier reserves the right to change the price at the time of the call.

#### **V. price and payment**

1. Unless otherwise agreed, the prices stated in the order confirmation shall apply. Unless otherwise agreed, prices are ex works, including loading at EXW Incoterms 2020®, but excluding packaging. In addition to the prices, the value added tax shall be added at the respective statutory rate, in the case of export deliveries customs duties as well as fees and other public levies. The statutory value added tax shall be shown separately on the invoice at the statutory rate applicable on the date of invoicing.
2. In the absence of a special agreement, payment shall be made to the supplier without any deduction, immediately, free of protocol and expenses, at the latest within 30 days of the invoice date.
3. Insofar as increases in costs occur between conclusion of the contract and delivery of the goods ordered which are not justifiable by the supplier and which were unforeseeable at the time of conclusion of the contract, in particular due to changes in market prices, material and raw material prices, and which result in the supplier being able to procure the goods or the materials and services required for them only at poorer economic conditions than were foreseeable at the time of conclusion of the contract, the supplier shall be entitled to adjust the prices agreed with the purchaser within the framework of the changed circumstances and without charging an additional profit if the goods are to be delivered only at least two months after conclusion of the contract, even partially. If the increase in the purchase price agreed with the customer is more than 10%, the customer may withdraw from the concluded contract within one week of being notified thereof.
4. The customer shall only be entitled to withhold payments or offset them against counterclaims to the extent that his counterclaims are undisputed or have been legally established. This shall not apply to a counterclaim due to a defect based on the same contractual relationship as the purchase price claim.
5. From a minimum order value of EUR 50.00, deliveries to the customer within Germany are free of charge. For orders with a net goods value of less than EUR 50.00, the customer will be charged a surcharge of EUR 20.00 for small quantities. In all other respects the buyer owes the packing and transport costs.
6. If the customer is in arrears with a due payment, the supplier shall be entitled to charge interest per invoice from the due date at a rate of 9 percentage points above the respective base interest rate plus a lump sum for arrears of EUR 40.00, reasonable collection costs and lawyer's fees and to declare all outstanding invoice amounts immediately due for payment. In addition, the supplier is no longer obliged to make further deliveries under current supply contracts.
7. The supplier shall be entitled to first set off payments made by the purchaser against the oldest debt of the purchaser. If costs and interest have already been incurred, the supplier shall be entitled to set off the payment first against the costs, then against the interest and finally against the principal claim.
8. In the case of returns of spare parts whose reason for return is not the responsibility of the supplier or which are not based on a defect in the delivered goods, restocking fees and the shipping costs incurred shall be deducted from the credit note as follows:  
Net value of goods up to 100,00 EURO = 20%,  
Net value of goods from 100,00 EURO = 15%,

- Returns must be made free domicile. Orders sent by parcel service must reach the supplier by 11.30 a.m. at the latest. Orders shipped by forwarding agent must reach the supplier by 10.30 a.m. at the latest.
9. In the event of default in payment or imminent insolvency of the customer's financial circumstances, the supplier may, after unsuccessfully setting a grace period of 14 days for outstanding deliveries from a current contract, demand cash payment prior to delivery or withdraw from the contract. In the event of withdrawal, the supplier shall be entitled to a flat-rate claim for damages amounting to 15% of the net value of the goods, unless the purchaser can prove that no damage or a substantially lower damage has been incurred.
  10. If the purchaser does not accept goods purchased after expiry of a grace period set for him (default in acceptance), the purchase price shall become due on the date of the declaration of readiness for dispatch. At the same time, the supplier may demand a lump sum for storage costs from the time of default in acceptance. This amounts to 0.5% of the purchase price sum per week or part thereof without special proof and is limited to 5% of the purchase price sum. The contracting parties are at liberty to prove that no, lower or higher storage costs were incurred in connection with the non-acceptance of goods. Other claims remain unaffected by this.

#### **VI. delivery time, delay in delivery**

1. Deliveries are ex works of the supplier - EXW (Incoterms® 2010 ex works).
2. The delivery time shall result from the agreements between the contracting parties. Delivery periods and dates are only binding for the supplier if he has expressly designated or confirmed them as binding in writing. The supplier's compliance with them is subject to the condition that all commercial and technical questions between the contracting parties have been clarified and that the purchaser has fulfilled all obligations incumbent upon it, such as the provision of the necessary official certificates or approvals or the payment of a down payment. If this is not the case, the delivery period shall be extended accordingly. This shall not apply if the supplier is responsible for the delay.
3. Compliance with the delivery period is subject to correct and punctual self-delivery. The supplier shall inform the customer as soon as possible of any imminent delays.
4. The delivery period shall be deemed to have been observed if the delivery item has left the Supplier's works or readiness for dispatch has been notified by the end of the delivery period. Insofar as acceptance is to take place, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - or alternatively the notification of readiness for acceptance.
5. If dispatch or acceptance of the delivery item is delayed for reasons for which the customer is responsible, the costs incurred as a result of the delay shall be charged to the customer, commencing one month after notification of readiness for dispatch or acceptance.
6. If non-compliance with the delivery period is due to force majeure, industrial disputes or other events beyond the Supplier's control, the delivery period shall be extended accordingly. The supplier shall inform the purchaser of the beginning and end of such circumstances as soon as possible.
7. The customer may withdraw from the contract without setting a deadline if the entire performance becomes finally impossible for the supplier before the transfer of risk. In addition, the customer may withdraw from the contract if the execution of part of the delivery becomes impossible for an order and he has a justified interest in rejecting the partial delivery. If this is not the case, the customer shall pay the contract price attributable to the partial delivery. The same shall apply in the event of the Supplier's inability to perform. If the impossibility or inability to perform occurs during the delay in acceptance or if the customer is solely or predominantly responsible for these circumstances, he shall remain obliged to pay consideration.
8. Partial deliveries shall be permissible insofar as they are reasonable for the customer.

#### **VII. passing of risk, acceptance**

1. The risk of accidental loss and accidental deterioration of the goods shall pass to the purchaser when the delivery item has left the supplier's works, even if partial deliveries are made or the supplier has assumed other services, e.g. shipping costs or delivery and installation. Insofar as acceptance is to take place, this shall be decisive for the transfer of risk. It must be carried out immediately on the acceptance date, alternatively after notification by the supplier that the goods are ready for acceptance. The customer may not refuse acceptance in the event of an insignificant defect. If the customer is in default of acceptance, the risk shall pass to him upon occurrence of the default.
2. If dispatch or acceptance is delayed or fails to take place due to circumstances for which the supplier is not responsible, the risk shall pass to the purchaser on the day of notification of readiness for dispatch or acceptance. The supplier undertakes to take out the insurances required by the purchaser at the purchaser's expense.
3. The customer may not refuse to accept deliveries due to insignificant defects.

#### **VIII. retention of title according to German law ("Eigentumsvorbehalt")**

1. The supplier retains title to the delivery item until receipt of all payments - also for any additional services owed - from the delivery contract.
2. The supplier shall be entitled to insure the delivery item at the purchaser's expense against theft,

- breakage, fire, water and other damage, unless the purchaser has demonstrably taken out such insurance himself.
3. The customer may not sell, pledge or assign the delivery item by way of security. In the event of seizure, confiscation or other dispositions by third parties, the supplier must inform the supplier thereof without delay.
  4. In the event of breach of contract by the customer, in particular default in payment, the supplier shall be entitled to take back the delivery item after issuing a reminder and the customer shall be obliged to surrender it. The supplier may deduct the resulting costs, reductions in value etc. from credit notes. The costs for reversal shall be borne by the customer.
  5. On the basis of the retention of title, the supplier may demand the return of the delivery item if he has withdrawn from the contract.
  6. In the case of deliveries of goods to other legal systems in which the retention of title provision VIII. 1. to 5. does not have the same security effect as in the Federal Republic of Germany, the purchaser hereby grants the supplier a corresponding security right. Insofar as further declarations or actions are required for this purpose, the purchaser shall make these declarations and cooperate in all measures which are necessary and conducive to the effectiveness and enforceability of such security rights.

## **IX. claims for defects**

The supplier shall be liable for material defects and defects of title of the delivery in accordance with the statutory provisions of the Federal Republic of Germany, unless otherwise stipulated below and in Section X.:

### material defects

1. The supplier's liability for defects shall be based primarily on the agreed quality and use of the goods. The specifications, durability and use of the respective manufacturer's data sheets shall be deemed to be the agreed quality. The delivered goods are only intended for the purposes and uses recommended or released by the respective manufacturer or supplier in the respective product specification or in the manufacturer data sheet (hereinafter: "intended use"). If the customer requires the goods for other purposes and uses, he must check their special suitability - also with regard to product safety - and their conformity with all relevant technical, legal or official regulations on his own responsibility before the planned use. Public statements, prospectus descriptions or advertising about the delivery item and its intended use do not constitute a description of the quality of the goods. The quality of the goods is in principle only determined by the description of the goods in the supplier's order confirmation. Insignificant or customary deviations and tolerances shall not constitute a defect of the goods entitling the assertion of warranty rights. The purchaser is obliged to examine the goods for their suitability and use for the contractual purpose assumed by the purchaser on his own responsibility.
2. All those parts which turn out to be defective as a result of a circumstance prior to the transfer of risk shall be repaired or replaced free of defects at the discretion of the supplier free of charge. The supplier must be notified immediately in writing of the discovery of such defects. Replaced parts become the property of the supplier.
3. After consultation with the supplier, the purchaser shall grant the supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which the Supplier deems necessary; otherwise the supplier shall be released from liability for the resulting consequences. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case the supplier must be notified immediately, shall the purchaser have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the supplier.
4. The supplier shall bear - insofar as the complaint proves to be justified - the expenses necessary for the purpose of subsequent performance, insofar as this does not result in a disproportionate burden on the supplier. Insofar as expenses are increased by the fact that the customer has moved the goods to a place other than the place of performance after delivery, any additional costs incurred as a result shall be borne by the customer. In the event of the sale of a newly manufactured item, the supplier shall also reimburse the expenses incurred by the purchaser within the scope of recourse claims in the supply chain to the extent of his statutory obligation.
5. Of the direct costs arising from the repair or replacement delivery, the supplier shall bear the costs of the replacement part including dispatch, insofar as the complaint proves to be justified. He shall also bear the necessary and reasonable costs of removal and installation of the goods, insofar as the defective goods have been installed in another item or attached to another item in accordance with their nature and intended use. Necessary and reasonable in the above sense are such necessary expenses which a reasonable third party would also have incurred, less profit and overhead costs; the hourly rate for the removal of the defective item and the installation of the repaired or delivered defect-free item is therefore solely the hourly wage customary in the industry, which would be payable to a professionally dependent employee. The supplier shall not assume any expenses incurred by the fact that the sold goods have been taken to a location other than the purchaser's registered office or branch office, unless this corresponds to the use in accordance with the contract. The customer is not entitled to demand an advance payment for dismantling and installation costs.
6. Recourse claims of the customer in the supply chain against the supplier according to § 445 a

- German Civil Code (BGB) are excluded within the limits of Section X.
7. Within the framework of the statutory provisions, the purchaser shall have the right to withdraw from the contract if the supplier - taking into account the statutory exceptions - allows a reasonable period of time set for the supplier for repair or replacement due to a material defect to elapse unsuccessfully. If there is only an insignificant defect, the customer shall only be entitled to a reduction of the contract price. The right to a reduction of the contract price shall otherwise be excluded.
  8. Any further claims shall be governed exclusively by Section X. 2 of these Terms and Conditions.
  9. No liability is assumed in particular in the following cases:  
Unsuitable or improper use, faulty assembly or commissioning by the purchaser or third parties, natural wear and tear, faulty or negligent treatment, improper maintenance, unsuitable operating materials, faulty construction work, unsuitable foundation soil, chemical, electrochemical or electrical influences - insofar as the supplier is not responsible for them - as well as knowledge or grossly negligent ignorance of the defect on the part of the purchaser upon conclusion of the contract or call-off of the goods.
  10. If the purchaser or a third party carries out improper repairs, the supplier shall not be liable for the resulting consequences. The same applies to changes to the delivery item made without the prior consent of the supplier.
  11. The customer must inspect the goods immediately after delivery by the supplier, insofar as this is feasible in the ordinary course of business, and, if a defect becomes apparent, notify the supplier immediately in writing stating the concrete complaints and symptoms of the defect, the place, number and date of their occurrence as well as the goods with production and delivery batches which are the subject of individual complaints. If such a defect becomes apparent later, the notification must also be made immediately in writing, stating the concrete complaints and symptoms of the defect, place, number and date of their occurrence as well as the goods with production and delivery batches individually complained about after their discovery; the timely dispatch of the notification is sufficient to preserve the rights of the supplier. In addition, § 377 German Commercial Code (HGB) shall apply to the extent permitted by law.

#### defects of title

12. If the use of the delivery item leads to the infringement of industrial property rights or copyrights in Germany, the supplier shall, at its own expense, procure the right for the purchaser to continue using the delivery item or modify the delivery item in a manner reasonable for the purchaser in such a way that the infringement no longer exists.  
If this is not possible under economically reasonable conditions or within a reasonable period of time, the customer shall be entitled to withdraw from the contract. Under the aforementioned conditions, the supplier shall also be entitled to withdraw from the contract.  
In addition, the supplier shall indemnify the purchaser against any undisputed or legally established claims of the respective holders of industrial property rights.
13. Subject to section X. 2, the supplier's obligations set forth in section IX. 12 are final in the event of an infringement of industrial property rights or copyrights. They only exist when:
  - the purchaser informs the supplier without delay of any infringement of industrial property rights or copyrights asserted,
  - the purchaser supports the supplier to a reasonable extent in defending the asserted claims or enables the supplier to carry out the modification measures in accordance with section IX. 12,
  - the supplier retains the right to take all defensive measures, including out-of-court settlements,
  - the defect of title is not based on an instruction of the customer and
  - the infringement of rights was not caused by the fact that the customer has arbitrarily modified the delivery item or used it in a manner not in accordance with the contract.

#### Used items

14. In individual cases, a contract of sale negotiated with the purchaser for used items shall be made deviating from Item IX. 1. - 8. subject to section X. of these General Terms and Conditions to the exclusion of liability for material defects. This exclusion shall not apply to claims for damages arising from liability for material defects to which at least one of the cases in Section X. 2. applies.

#### **X. supplier's liability, exclusion of liability**

1. If the delivery item cannot be used by the customer in accordance with the contract as a result of culpably omitted or defective execution by the supplier or as a result of culpable violation of other contractual ancillary obligations - in particular instructions for operation and maintenance of the delivery item - the provisions of Sections IX. and X. 2. shall apply to the exclusion of further claims by the customer.
2. For damages which have not occurred to the delivery item itself, the supplier shall only be liable - for whatever legal reasons:
  - a) in case of an intentional act,
  - b) in the event of gross negligence on the part of the owner/the organs or executive employees,
  - c) in case of culpable injury to life, body, health,
  - d) for defects that he maliciously concealed,
  - e) within the framework of a guarantee promise,
  - f) in the event of defects in the delivery item, insofar as this is required by law, in particular by

product liability law for personal injury or property damage to privately used objects. In the event of culpable breach of essential contractual obligations, the supplier shall also be liable for gross negligence on the part of non-executive employees and for slight negligence, in the latter case limited to reasonably foreseeable damage typical of the contract and limited to a maximum of EUR 25,000.00. Essential contractual obligations in the above sense are those whose fulfilment is essential for the proper execution of the contract, such as the faultless delivery of the goods damage and on the observance of which the contractual partner regularly relies and may rely. Otherwise the liability of the supplier is excluded.

#### **XI. limitation**

1. All claims of the customer - for whatever legal reasons - shall become statute-barred after 12 months, namely for claims for defects, from delivery of the goods and otherwise from knowledge or grossly negligent ignorance of the customer of the circumstances on which the claim is based and of the person of the debtor, unless the goods have been used for a building in accordance with their customary use.
2. The supplier's unlimited liability for damages arising from breach of warranty or from injury to life, limb or health, for malice, intent and gross negligence and for product defects shall remain unaffected by clause 1. The supplier's liability for the reasons stated in X 2 shall be governed exclusively by the statutory limitation periods, in particular those under the German Product Liability Act (ProdHaftG).

#### **XII. product liability**

1. The customer shall not modify the goods, in particular he shall not modify or remove existing warnings about dangers in the event of improper use of the goods. In the event of a breach of this obligation, the purchaser shall indemnify the supplier against product liability claims of third parties within the internal relationship, insofar as the purchaser is responsible for the defect triggering liability.
2. If the supplier is prompted to recall or warn the product due to a product defect in the goods, the customer shall support the supplier and take all reasonable measures ordered by the supplier. The purchaser shall provide the supplier with all documents relating to the production, delivery and complaint of the goods. The customer is obliged to bear the costs of the product recall or warning, insofar as he is responsible for the product defect and the damage incurred. Further claims of the supplier remain unaffected.
3. The purchaser shall immediately inform the supplier in writing of any risks becoming known to him when using the goods and of any possible product defects or product failures in each individual case.

#### **XIII. intellectual property, use of software**

1. The delivered goods may be subject to patent, trademark, copyright, design rights and other rights of the supplier or third parties.
2. The supplier will not grant the purchaser any industrial property rights and/or rights of use, with the exception of those rights which are necessary for the use of the delivered goods in the ordinary course of business of an end customer. Copyright rights of use are granted in this context as simple rights of use.
3. Ownership and copyright to samples, cost estimates, drawings and the like. Information of a physical and immaterial nature - also in electronic form - remains with the supplier with the exception of XIII. 2; it must not be made accessible to third parties.
4. Insofar as software is included in the scope of delivery, the customer shall be granted a non-exclusive right to use the delivered software including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.
5. The customer may only reproduce, revise, translate or convert the software from the object code to the source code to the extent permitted by German law (§§ 69 a ff. UrhG). The purchaser undertakes not to remove or alter manufacturer's details - in particular copyright notices - without the prior express consent of the supplier.
6. All other rights to the software and the documentation including copies shall remain with the supplier or the software supplier. Sublicensing shall not be permitted.
7. Insofar as third-party software is included in the scope of delivery, the respective license conditions for third-party software shall take precedence over the provisions of clauses XIII. 1.-3.

#### **XIV. non-disclosure**

1. The contracting parties undertake to maintain strictest secrecy towards other parties with regard to all confidential facts and processes, in particular business or trade secrets, which come to their knowledge in the course of their activities for the respective other party and not to pass them on or otherwise exploit them. This applies to any unauthorised third parties, i.e. also to unauthorised employees of the parties, insofar as the disclosure of information does not serve the proper fulfilment of the contractual obligations.
2. In case of doubt, each party shall be obliged to ask the other party for its consent prior to such disclosure.
3. The foregoing obligations shall not apply to such facts which are demonstrably obvious or belong

- to the known state of the art or which had already come to the knowledge of the respective party prior to notification by the other party or which were communicated again after notification by the other party by third parties who were not subject to any confidentiality obligation vis-à-vis the party.
4. The supplier undertakes in particular to make information and documents designated as confidential by the purchaser accessible to third parties only with the consent of the purchaser.

**XV. data backup, data protection**

1. The customer is responsible for a regular data backup of his data. In the event of a loss of data for which the supplier is responsible, the supplier shall therefore only be liable for the costs of duplicating the data from the backup copies to be made by the customer and for restoring the data which would have been lost even if the data had been properly backed up.
2. Personal data of the purchaser shall only be collected, stored, processed and used by the supplier if, to the extent and for the duration necessary for the establishment, performance or termination of a contract. Further collection, storage, processing and use of personal data of the customer shall only take place to the extent required or permitted by law or with the consent of the person concerned. The legal basis for the aforementioned data processing is Art. 6 Para. 1 sentence 1 lit. b) GDPR.
3. The supplier shall be entitled to transfer the purchaser's data to third parties if and to the extent necessary for the performance of pre-contractual measures and for the fulfilment of this contract (e.g. for dispatch, invoicing) pursuant to Art. 6 para. 1 sentence 1 lit. b) GDPR or for the fulfilment of a legal obligation pursuant to Art. 6 para. 1 sentence 1 lit. c) GDPR.
4. In addition, for the processing of personal data, in particular when visiting the supplier's company website and when placing orders in the web shop, reference is made to the privacy information at [www.renner-kompressoren.de](http://www.renner-kompressoren.de).

**XVI. final provisions**

1. All legal relationships between the supplier and the purchaser shall be governed exclusively by the law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of the supplier. However, the supplier shall be entitled to bring an action at the purchaser's head office.
3. In international legal relations, i.e. if the purchaser has its registered office outside the Federal Republic of Germany, the supplier shall be entitled, in addition to Clause 2, to bring an action before an arbitral tribunal in Stuttgart in accordance with the Rules of Arbitration of the Industrie- und Handelskammer Region Stuttgart (Stuttgart Chamber of Industry and Commerce), to the exclusion of the ordinary courts of law.
4. The transfer of rights and obligations of the purchaser to third parties shall only be effective vis-à-vis the supplier with the written consent of the supplier.
5. Should any provision of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, or should there be a gap in these GCS, this shall not affect the validity of the remaining provisions. In their place, the effective or enforceable provision which comes closest to the purpose of the invalid or unenforceable provision shall be deemed to have been agreed; the same shall apply insofar as a situation requiring regulation is not expressly regulated.
6. In the event of disputes arising from or in connection with these General Terms and Conditions, in particular regarding their interpretation, only the German version shall be authoritative.