

General Terms and Conditions of Hydreco Hydraulics GmbH (February 2025)

§1 General / Scope

1. These General Terms and Conditions ("GTC") apply to all our offers, deliveries and services to commercial customers, regardless of the legal nature of the contract underlying the service. They apply to purchase contracts as well as to contracts for work and services, contracts for work and materials, framework agreements and combined contracts.
2. Any terms and conditions of the customer that are contrary to, conflict with or deviate from these GTC shall be rejected. Deviating, conflicting or supplementary terms and conditions of the customer shall not become part of the contract, even if HYDRECO is aware of them, unless their validity is expressly agreed in writing. Silence on the part of HYDRECO with regard to the customer's terms and conditions shall in no case constitute recognition or consent.
3. HYDRECO's General Terms and Conditions shall also apply if HYDRECO performs the service for the customer without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.
4. Individual agreements on the rights and obligations of the parties shall take precedence over these General Terms and Conditions, provided that they have been agreed in writing.

§2 Offer

1. Unless they are limited in time, our offers are subject to change and non-binding. Orders placed by the customer are binding for the customer for 30 days and are deemed accepted upon return of an order confirmation from HYDRECO or upon mutual signing of a corresponding contract. Acceptance of the order must be in writing. Silence on the part of HYDRECO in response to offers, orders, requests or other declarations by the customer shall only be deemed consent if this has been expressly agreed in writing. HYDRECO may accept an order within 30 days. If delivery is made without written confirmation, the delivery note and/or invoice shall also be deemed to be an order confirmation to which these General Terms and Conditions shall also apply.
2. In the event that, prior to the execution of the order, there are significant increases in raw material prices, wages, taxes, public charges and/or difficulties arising from laws and/or regulations which demonstrably have a significant influence on HYDRECO's offer calculation, HYDRECO shall be entitled to charge a reasonable price surcharge. In this case, HYDRECO shall inform the customer of the corresponding price adjustment in good time before execution.
3. Our information on the subject matter of the contract/service, the intended use, e.g. dimensions, weights, colour, consumption values, technical data, drawings, etc., are merely descriptions or identifications and do not constitute guaranteed properties; they are to be regarded as approximate only. The same applies to manufacturer and performance specifications for parts supplied by our suppliers. Deviations customary in the industry are reserved, unless otherwise agreed in writing. Guaranteed properties must be expressly designated as such in detail in the offer or contract. Deviations from samples or previous deliveries shall be avoided as far as technically possible. We reserve the right to make changes within the scope of what is reasonable for the customer, in particular if they serve technical progress and insofar as the delivery item or service is not significantly changed. In the event of blanket reference to drawings or documents, only the function shall be deemed confirmed.
4. Obvious errors, mistakes, printing, calculation, arithmetic or clerical errors are not binding on HYDRECO and do not entitle the customer to claim damages.
5. HYDRECO reserves all industrial property rights and intellectual property rights to the subject matter of the contract and its manufacturing process, its application and/or the processes carried out with it, as well as to components, processes, plans, sketches, descriptions, drawings, manuals, parts lists, assembly instructions, calculations, offers, cost estimates and other technical documents, as well as catalogues, brochures, illustrations and the like, all industrial property rights and intellectual property rights, in particular patent, trademark, design, copyright and other design rights, and/or rights to know-how and commercial, technical and procedural information. These rights are vested solely in HYDRECO and remain with HYDRECO. Unless otherwise expressly agreed in writing. With the exception of a simple right of use () for the intended use of the subject matter of the contract – in its specific composition and design as acquired from HYDRECO – by the customer itself, the customer is not granted any rights, in particular no licence or rights of use. This right to use the contract object for its intended purpose is exclusively reserved to the customer and is non-transferable and non-sublicensable. HYDRECO is exclusively entitled to use and exploit these rights, to register property rights and/or to protect the rights in any other way. The granting of rights by HYDRECO to the customer requires an express written agreement and, unless explicitly stated otherwise, only includes non-

exclusive rights without the right to transfer or grant sub-licences and without the right to edit. The customer shall not assert any rights with regard to the registration of property rights, in particular no right of prior use.

6. In its offer, HYDRECO assumes that we have received all documents essential for the calculation of the offer from the customer (specifications, customer drawings, schedules, etc.) in full.

§3 Delivery period and delay in delivery

1. The information on delivery periods is based on estimates and is therefore not binding, unless otherwise agreed in writing in the contract. Compliance with an agreed delivery period for the delivery item is subject to HYDRECO receiving the necessary components from its suppliers or manufacturers in a timely and correct manner, as well as the proper fulfilment of the customer's contractual obligations. The customer may only demand the agreement of a binding delivery period once the scope of the design, manufacturing and assembly work has been precisely determined, the layout and design drawings have been approved by the customer, the delivery times for the raw materials, components and parts used have been clarified, agreement has been reached on the scope of the customer's cooperation within the meaning of §6 and any official approvals on the part of the customer have been obtained and are available.
2. The binding delivery period shall be deemed to have been met if, depending on the contractual agreement, the delivery item is ready for collection at the HYDRECO factory by the end of the delivery period, or notification of readiness for dispatch has been given, or the delivery item has left the factory. If delivery is delayed for reasons for which HYDRECO is not responsible, the deadline shall be deemed to have been met upon notification of readiness for dispatch within the deadline. If the delivery item ready for dispatch is not collected, HYDRECO shall be entitled, at its discretion, either to store the delivery item or to dispatch it at the expense of the customer. HYDRECO shall be entitled to make partial deliveries if this is reasonable for the customer.
3. The manufactured item shall generally be produced in constant contact and cooperation with the customer. The prerequisite for compliance with the delivery period is therefore the timely provision of all documents to be procured by the customer and the complete clarification of the technical questions to be answered by the customer, as well as the details of the desired design to be specified by the customer, including the approval of layout and/or construction plans and, if necessary, the timely delivery of sample workpieces or workpiece drawings. If these conditions are not met in good time, the deadlines and dates shall be extended by us accordingly. The delivery period shall not include the period during which the customer is in arrears with an agreed payment, i.e. the delivery period shall be extended by the period during which the arrears existed.
4. In the event of subsequent changes, redesigns or additional orders on the part of the customer, the delivery period shall be extended accordingly.
5. In cases of force majeure or other circumstances beyond HYDRECO's control (e.g. official measures, strikes, lockouts, operational disruptions, material procurement problems, traffic disruptions, pandemics, etc., even if they occur at the upstream supplier), the delivery periods – even if confirmed – shall be extended by a reasonable amount. This shall also apply if the aforementioned circumstances arise during a delay that has already occurred. If such circumstances make it impossible or unreasonable for HYDRECO to perform its services, HYDRECO shall be released from its obligation to perform. If the delay in delivery lasts longer than 3 (three) months, HYDRECO and the customer shall be entitled to withdraw from the contract with regard to the part not yet fulfilled. The assertion of a contractual penalty shall be excluded in such cases.
6. If HYDRECO is culpably in default due to circumstances for which we are responsible, the customer shall be entitled, if he has unsuccessfully set a reasonable grace period of at least 60 days in writing, to withdraw from the contract within a further 4 calendar weeks – calculated from the last day of the grace period set. In the case of partial deliveries, the right of withdrawal is limited to the delayed part of the deliveries. If the customer does not exercise this right in writing within the period specified or if we are ready to perform or deliver before receipt of the customer's declaration of withdrawal, the customer loses the right to withdraw from the contract (= forfeiture).
7. Any further contractual or non-contractual claims, in particular any liability or damage claims, of the customer against us arising from delayed delivery – regardless of whether the delay in delivery is our fault or not – are excluded to the extent permitted by law.
8. The exclusion of liability or claims for damages in §3 point 7 applies in particular to financial losses and consequential financial losses, in particular for lost profits, loss of production, business interruption, lost subsidies and futile expenses.

9. HYDRECO shall be entitled to refrain from delivery or performance if this is prohibited by national or international legal provisions (e.g. embargoes, US (re-)export control provisions, other sanctions provisions). In the event of a licensing requirement, HYDRECO shall be entitled to carry out the delivery or service only after the necessary licences have been granted by the competent authorities. If required for the performance of export control checks by authorities or by HYDRECO itself, the customer shall, upon request, immediately provide all information about the final recipient, the final destination and the intended use of the goods to be delivered or the services to be provided. This applies in particular to deliveries to UN, EU and US embargo countries and deliveries to other countries subject to restrictions due to sanctions.

§4 Scope of delivery / transfer of risk

1. The scope of delivery shall be determined by HYDRECO's written order confirmation. If the contract is concluded by acceptance of a temporary offer by HYDRECO, the content of HYDRECO's offer shall be decisive for the content of the contract. Subsidiary agreements and amendments require the written confirmation of HYDRECO and may result in supplements.
2. We reserve the right to make design or technical changes during the delivery period if these are due to technical improvements or legal requirements, provided that the delivery item or service is not significantly altered and the changes are reasonable for the customer.
3. For orders which we execute in accordance with the customer's instructions or drawings, sketches or other information provided to us by the customer, the customer alone shall be responsible for functionality and shall in particular guarantee that the execution of this order does not infringe any third-party property rights (see Section 10, point 2). In the event of an infringement of property rights, the customer shall indemnify HYDRECO against all claims and shall compensate us for any damage incurred as a result.
4. All change, redesign or additional orders require a separate written order by the customer and written acceptance by HYDRECO.
5. The risk shall pass to the customer when the delivery item has left the factory, even if partial deliveries are made or HYDRECO has assumed other services, e.g. shipping costs or delivery and installation. If acceptance is required, this shall be decisive for the transfer of risk. If dispatch or acceptance is delayed or fails to take place due to circumstances for which HYDRECO is not responsible, the risk shall pass to the customer on the day of notification of readiness for dispatch or acceptance.

§5 Prices and terms of payment

1. The prices are exclusive of the applicable statutory value added tax and, in the absence of a special written agreement, are "ex works" (Incoterms 2020). They do not include any ancillary costs such as packaging, shipping, insurance, or any other taxes, customs duties, or charges. The costs of packaging, shipping, and any insurance expressly requested by the customer shall be invoiced separately at the prices applicable at the time the costs are actually incurred. The customer shall obtain at its own expense the permits and/or export and import documents required for its use of the delivery item. Unless otherwise indicated, packaging material shall not be taken back. Packaging material provided on loan must be returned within 10 days, otherwise these costs will be invoiced.
2. The payment terms agreed with the customer shall apply. Unless payment terms have been agreed in writing, invoices are due for payment in full (without discount) within 14 days of the invoice date. All payments shall be made free of charge and without deduction to the account specified in the invoice. Regardless of the type of payment method, payment shall only be deemed to have been made when the full invoice amount has been irrevocably credited to our account so that we can dispose of it (receipt of payment). All payments must be made in the currency specified in our order confirmation or in the contract.
3. If the customer defaults on their payment obligations, they shall pay default interest at a rate of 8% p.a. above the base rate of the European Central Bank. In the event of a delay in payment, in particular in the case of delayed partial payments, HYDRECO may suspend its services to the customer until full payment has been received. Any contractual penalties or claims for damages agreed upon are excluded in this case.
4. The customer may only offset and/or assert a right of retention against HYDRECO if its counterclaim is undisputed or has been legally established or has been recognised in writing by HYDRECO.

5. If HYDRECO becomes aware of circumstances that call into question the creditworthiness of the customer (suspension of payments, poor credit rating, impending insolvency proceedings, etc.), HYDRECO shall be entitled to demand advance payments and/or security deposits.

§6 Invoicing

1. Receipt of invoices

1. The customer is obliged to fulfil the technical and other requirements necessary for the receipt and dispatch of e-invoices and other invoices, in particular a suitable, if necessary electronic, postal address (e.g. email address) and sufficient storage and archiving facilities.
- 1.2. HYDRECO shall provide invoices in a digital or electronic format (e.g. PDF, XML, ZUGFeRD) or in paper form that complies with the legal requirements.
- 1.3. The customer acknowledges that e-invoices will be received in electronic form and other invoices in digital or paper form and that delivery will be made by HYDRECO as soon as the invoice has been sent to the address specified by the customer.
- 1.4. The customer is responsible for ensuring proper receipt, in particular in the event of technical malfunctions, spam filters or other problems that could impair access to the invoices, and for regularly checking their electronic and non-electronic inbox.
- 1.5. The invoice will be sent to the electronic or postal contact address provided by the customer. HYDRECO accepts no liability for timely delivery if the contact address provided by the customer is incorrect or incomplete. HYDRECO must be notified immediately of any changes to the contact address.
- 1.6. The customer is obliged to check the invoice promptly for accuracy and completeness. In the event of discrepancies or errors, the customer is obliged to inform HYDRECO immediately.

2. Security and data protection

2. HYDRECO shall take appropriate technical and organisational measures to ensure the security of invoices during transmission.
- 2.2. The customer undertakes to treat the access data for their electronic contact addresses and access to their mailbox as confidential and to protect them from unauthorised access.

3. Issuing e-invoices

- 3.1. In accordance with the statutory provisions, HYDRECO reserves the right to continue using other invoices (e.g. PDF, paper format) until 31 December 2027. By 1 January 2027 at the latest, HYDRECO will comply with its obligation to provide e-invoices as the invoice issuer.
- 3.2. The customer is obliged to be able to receive and process e-invoices.

§7 Obligations of the customer to cooperate

If delivery, installation, assembly and/or commissioning services at the place of delivery have been contractually agreed with the customer and a date has been agreed for this, the customer is obliged, at its own expense, to make all necessary arrangements (earthworks and foundation work, media connections, electrical connections, etc.) in good time to enable smooth assembly at the place of work or place of use. The customer is particularly obliged to provide the following assistance.

1. The customer shall, at its own expense and risk, provide auxiliary personnel (in the required number and for the required time) and, if agreed, tools, lifting equipment with operating personnel, as well as all materials and equipment required for smooth installation and assembly.

2. The customer shall also provide the necessary operating power (electricity, compressed air, water, etc.) free of charge and shall ensure that all necessary internal work permits are obtained free of charge and that free access to hydraulic systems or technical systems is provided.
3. The customer also undertakes to ensure the safety of the workplace, compliance with existing safety regulations and appropriate working conditions. The customer shall inform HYDRECO's personnel of any special safety regulations applicable at its premises. Protective clothing and protective devices which are required due to special circumstances at the installation site and are not customary in the industry shall be provided free of charge by the customer.
4. The customer shall ensure that our personnel can carry out the assembly at the agreed time (or within the agreed time window). The customer's production planning shall take into account that the hydraulic systems or the technical system will not be available or will only be available to a limited extent during assembly and shall ensure that functionality tests can be carried out.
5. If the start and/or progress of the assembly and acceptance is delayed for reasons for which HYDRECO is not responsible, any additional expenses and/or waiting times incurred shall be charged additionally upon presentation of evidence. Agreed delivery dates shall be adjusted if necessary.

§8 Acceptance of hydraulic systems (preliminary and final acceptance)

1. If contractually agreed, in addition to HYDRECO's internal quality and functional tests, a preliminary acceptance of the system shall be carried out at HYDRECO's factory prior to dispatch in order to check the scope of delivery and services. HYDRECO shall invite the customer to do so in writing in good time, i.e. at least 7 days in advance. The preliminary acceptance must not be unreasonably delayed. The customer must provide HYDRECO with any items to be provided by the customer free of charge by the agreed date at the latest. The preliminary acceptance must always be carried out by at least one authorised representative of the customer. If the customer waives their right to participate in or carry out a preliminary acceptance, this waiver shall be deemed to be a declaration of consent to the execution.
2. The final acceptance, if contractually agreed, shall be carried out at the installation site of the hydraulic system in accordance with the agreed acceptance criteria. As part of the final acceptance, the contractually agreed quality, function and completeness of the delivery shall be checked.
3. The customer is obliged to accept (preliminary and final acceptance) as soon as they have been notified of its completion and any visual inspection, testing or performance test specified in the contract has taken place. The customer may only refuse acceptance (preliminary and final acceptance) if the contractual scope of services has obviously not been provided and/or is defective. The preliminary acceptance and final acceptance shall be documented in a report with deadlines for rectifying any defects and signed by both parties.
4. If the hydraulic system proves not to be in accordance with the contract, HYDRECO shall be obliged to remedy the defect at its own expense. This shall not apply if the defect is insignificant for the interests of the customer or is due to circumstances attributable to the customer. If there is a minor defect, the customer cannot refuse acceptance if HYDRECO expressly acknowledges its obligation to remedy the defect.
5. Acceptance shall also be deemed to have been effected if it is delayed for reasons for which HYDRECO is not responsible, in any case no later than 2 weeks after notification of readiness for acceptance or if HYDRECO is not given the opportunity and time by the customer to remedy the defects or complete the remaining work listed in the acceptance report within the agreed grace period. In such cases, acceptance shall be deemed to have taken place upon notification of readiness for acceptance.
6. If no formal acceptance of the hydraulic system has been agreed between the contracting parties, the delivery shall be deemed accepted and free of defects if the customer does not report any significant defects within 2 weeks of commissioning or 4 weeks after receipt of the item/hydraulic system by the customer.
8. Upon acceptance, HYDRECO's liability for recognisable defects shall lapse, unless the customer has reserved the right to assert a specific defect.

§9 Retention of title

1. HYDRECO retains title to all delivery items/hydraulic systems until all payments from the respective delivery contract or partial delivery have been received.

2. In the event of breaches of duty by the customer, in particular in the event of default in payment, HYDRECO shall be entitled, after the expiry of a reasonable period set for performance, to withdraw from the contract in addition to taking back the goods; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The customer shall be obliged to surrender the goods. The return or assertion of the retention of title or the seizure of the goods subject to retention of title by HYDRECO does not constitute a withdrawal from the contract, unless HYDRECO has expressly declared this.
3. The customer is obliged to treat the delivery item with care; in particular, he is obliged to insure it adequately at his own expense against fire, water and theft damage at replacement value. If maintenance and inspection work is necessary, the customer must carry this out in good time and regularly at his own expense.
4. The customer may not sell, pledge or transfer ownership of the delivery item as security without our written consent. In the event of seizure, confiscation or other dispositions by third parties, the customer must notify HYDRECO immediately in writing.
5. In the event of combination, mixing or blending with goods not belonging to us (§§ 947, 948 BGB), we shall be entitled to co-ownership of the new item or total quantity in the ratio of the value of our reserved goods at the time of combination, mixing or blending to the value of the other combined, mixed or blended goods. If the customer acquires sole ownership of the new item, the contracting parties agree that the customer shall grant us co-ownership of the new item or total quantity in proportion to the value of the processed or combined, mixed or blended goods subject to retention of title to the total value of the new item or total quantity. The new item created in this way shall be deemed to be goods subject to retention of title within the meaning of these terms and conditions. The customer shall store them with commercial care

on our behalf and undertakes to provide us with the information necessary to exercise our rights and to grant us access to its documents in this respect.

6. The customer hereby assigns to HYDRECO all claims arising from the resale of the goods in breach of contract, including all ancillary rights, irrespective of whether the goods subject to retention of title are resold without or after processing. In the event that the goods subject to retention of title are sold by the customer after being combined, mixed, processed or treated, the assignment of the purchase price claim to us in the amount of the contract price of the goods subject to retention of title shall be deemed agreed. If the customer provides a related service together with the sale of the goods subject to retention of title and does not distinguish between the goods subject to retention of title and the service on the invoice issued to the purchaser, i.e. if the customer charges a total price, this price shall be assigned to us in the amount of our sales price. HYDRECO hereby accepts this assignment. If an assignment is not permissible, the customer hereby irrevocably instructs the third-party debtor to make any payments only to HYDRECO. The customer is revocably authorised to collect the claims assigned to HYDRECO on a fiduciary basis for HYDRECO. The amounts collected shall be transferred to HYDRECO immediately.

§10 Warranty and limitation period

HYDRECO shall provide the agreed services and/or delivery in accordance with the state of the art at the time of the order, the relevant legal provisions and with the care customary in the industry. After acceptance of the delivery item by the customer, complaints regarding material defects that were obvious at the time of acceptance and do not impair functionality shall be excluded.

1. Material defects

- 1.1 All parts that prove to be defective as a result of circumstances occurring before the transfer of risk shall be repaired or replaced free of charge at HYDRECO's discretion. The customer must notify HYDRECO immediately in writing of any defects found. Liability shall not apply if the defect is insignificant for the interests of the customer or is due to circumstances for which the customer is responsible. This applies in particular to parts provided by the customer. The customer shall grant HYDRECO the necessary time and opportunity to remedy any defect that needs to be remedied. If HYDRECO is denied the time necessary to remedy the defect, HYDRECO shall not be liable for the consequences thereof.
- 1.2 A defect shall not be deemed to exist in the event of insignificant deviations from the agreed quality, insignificant impairment of usability, unsuitable or improper use or operation, faulty assembly or commissioning by the customer or by third parties not commissioned by us, natural wear and tear (in particular of wearing parts), incorrect or negligent handling of the delivery item, insufficient maintenance measures, modifications or extensions to the delivery item made by the customer or third parties and the consequences thereof, unsuitable operating materials and replacement materials, defective construction work, unsuitable building ground, chemical, electrochemical, electrical or electronic

influences, unless they are attributable to our fault. If the customer or a third party carries out improper repairs, we shall not be liable for the consequences thereof.

- 1.3 Only in urgent cases where operational readiness is at risk and to prevent disproportionately large damage, of which HYDRECO must be notified immediately, or if HYDRECO – taking into account the statutory exceptions – has allowed a reasonable period set for remedying the defect to elapse without result, the customer shall be entitled, within the scope of the statutory provisions, to remedy the defect itself or have it remedied by a third party and to demand reimbursement of the necessary costs from HYDRECO.
- 1.4 In the event of a justified complaint, HYDRECO shall bear the costs necessary to remedy the defect, provided that this does not result in a disproportionate burden.
- 1.5 If the rectification fails, the customer shall be entitled, after setting a reasonable deadline with a warning of rejection and in addition in compliance with the statutory provisions, to demand withdrawal or a reduction in price. A rectification shall only be deemed to have failed – in each case with reference to the specific individual defect – after the second unsuccessful attempt, unless the nature of the defect or other circumstances indicate otherwise. If the defect is only minor, the customer shall only be entitled to a reduction in the contract price. Otherwise, the right to reduce the contract price shall be excluded.
- 1.6 If, in the context of a warranty claim by the customer, it transpires that the fault complained of is due to another technical cause, the warranty claims shall be excluded with the consequence that the incurred and documented expenses for the inspection shall be reimbursed by the customer.
- 1.7 Defects caused by damage, incorrect connections, lack of maintenance or operation on the part of the customer, damage due to force majeure (e.g. lightning strike), defects caused by contamination or wear and tear due to overuse of mechanical and/or electronic parts, as well as damage caused by unusual mechanical, chemical or atmospheric influences. Wear parts are also excluded from the warranty.
- 1.8 The warranty period begins upon delivery (and, in the case of hydraulic systems, upon acceptance and delivery, if explicitly agreed) and is 12 months, unless otherwise agreed in the contract.

2. Legal defects

If the use of the delivery item leads to the infringement of industrial property rights or copyrights in the country of delivery, HYDRECO shall, at its own expense, either procure the right for the customer to continue using the delivery item or modify the delivery item in such a way that the infringement of property rights 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, HYDRECO shall also be entitled to withdraw from the contract. In addition, HYDRECO shall indemnify the customer against any undisputed or legally established claims of the relevant property rights holders. They shall only exist if the customer informs the contractor immediately of any asserted infringements of property rights or copyrights, the customer supports HYDRECO to a reasonable extent in defending the asserted claims or enables it to carry out the modification measures in accordance with the provisions of this paragraph, HYDRECO reserves the right to take all defensive measures, including out-of-court settlements (), the legal defect is not based on an instruction or specification of the customer and/or the infringement was not caused by the customer's unauthorised modification of the delivery item or parts thereof or by its use in a manner not in accordance with the contract.

§11 Limitations of liability

1. Claims for damages that are not based on warranty rights of the customer, regardless of their nature and legal basis, against us, our legal representatives, vicarious agents and employees are excluded to the extent permitted by law, unless the damage is foreseeable, typical damage resulting from the breach of essential contractual obligations or the damage is based on intentional or grossly negligent breaches of duty by us, our legal representatives or vicarious agents. The essential contractual obligation in the case of purchase or work contracts is the delivery or manufacture of a defect-free contractual item and its transfer to the customer. This exclusion of liability shall not affect claims for damages resulting from injury to life, limb or health for which we, our legal representatives or vicarious agents are responsible.
2. This liability provision also applies to our advice given in writing or verbally, through trials or in any other way; in particular, the customer is not exempt from checking the suitability of the delivery for the intended purpose.

3. If HYDRECO is held liable for damages due to simple negligence, the damages shall be limited to the typically foreseeable damages. Liability for loss of production, business interruption and/or loss of profit is excluded in cases of simple negligence.

§12 Protection of personal data

1. The contracting parties may exchange personal data such as names, telephone numbers, email addresses and other personal data within the scope of their contractual relationship. In this case, both contracting parties shall use this personal data in accordance with the applicable laws on the protection of personal data, in particular, where applicable, the requirements of the General Data Protection Regulation of the European Union of 4 May 2016 (EU 2016/679; "GDPR") and ensure that no unauthorised third parties have access to this personal data without the consent of the persons concerned or on any other legal basis.
2. The contracting parties shall treat personal data of the other party as strictly confidential and shall process such data exclusively for contractual purposes. The contracting party processing personal data shall be responsible for the lawfulness of its processing and for safeguarding the rights of the data subjects.

§13 Place of performance / Applicable law / Place of jurisdiction / Validity

1. Unless otherwise stated in the order confirmation, the contract or the delivery note, our place of business shall be the place of performance.
2. These terms and conditions are governed exclusively by the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. The place of jurisdiction for all disputes is Braunschweig. However, HYDRECO is entitled to bring legal action at the customer's place of business.
4. Should any provision of these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision or part of the provision shall be replaced by a legally valid provision that comes closest to the purpose of the invalid provision.
4. These General Terms and Conditions shall apply to all business relationships from the respective date of validity until they are replaced by a new version.