

## **I. General**

1. These terms of payment and delivery in their most recent version shall apply exclusively to all deliveries, services and quotes. If our terms of delivery and payment apply to transactions with the purchaser, they shall also apply to all other business transactions between us and the purchaser unless expressly agreed otherwise in writing. Unless we have expressly agreed in writing to the validity of any other terms and conditions or general conditions of purchase of the purchaser (including general conditions of purchase), such terms and conditions shall not be binding on us even if not expressly contradicted. Our terms of payment and delivery shall apply, even if we are aware of different or contradictory terms and conditions of the purchaser and deliver the order to the purchaser without reservation.
2. All our quotes, in particular, with respect to quantities, prices and delivery dates, are non-binding and subject to change. The purchaser's order must be made in writing (email shall suffice) and contain all agreements, that have been reached between us and the purchaser. The contract shall come into effect when the order is confirmed in writing or the goods delivered.
3. Our terms of payment and delivery shall only apply to companies, public legal entities or special funds under public law within the meaning of Article 310 (1) of the German Civil Code (BGB).
4. We shall retain intellectual property rights and copyright to all illustrations, drawings, calculation and other documents.

## **II. Prices and Payment**

1. Unless specifically agreed otherwise, our prices are quoted in euro ex works and excluding any applicable VAT or surcharges in accordance with applicable VAT regulations (including shipping containers). VAT shall be shown separately on the invoice at the applicable statutory rate on the invoice date.

Unless provided otherwise, we shall not charge for the cost of glass or simple cardboard packaging. The cost of all other packaging will be calculated on the basis of the price list valid at the time of concluding the contract, which will be provided to the purchaser upon request. The prices are calculated based on quantities determined by us.

2. Unless agreed otherwise, invoices shall be payable immediately, in full and without any deductions. We reserve the right to refuse cheques or bills of exchange. Cheques or bills of exchange shall only be accepted subject to clearance; all associated costs, in particular, interest as well as collection and discount charges and costs shall be borne by the purchaser. If a collection by SEPA direct debit has been agreed, we shall send the purchaser a pre-notification at least three working days before the respective claim becomes due.

Payments shall only be deemed to have been made in time when we can dispose of the equivalent value funds from our bank accounts without reservation. If the purchaser fails to make a payment by the due date, we shall be entitled to charge late-payment interest of 8% above the applicable base rate as provided for by Article 247 of the German Civil Code. We reserve the right to assert higher damages, if we can prove that we suffered a higher damage as a result of the delay.

3. The purchaser may only set off claims or exercise the right of retention in the case of undisputed or legally established claims.
4. If we become aware of circumstances that give rise to serious doubts about the creditworthiness of the purchaser, we shall be entitled to declare any outstanding amounts immediately due and payable. There may be serious doubts about the creditworthiness of the purchaser, in particular, when the purchaser is six weeks in arrears with at least 1/6 of the invoiced amounts, if SEPA direct debit payments are not honoured by the bank - unless we have not fulfilled our obligation to pre-notify the purchaser, the pre-notification was incomplete or not delivered within the prescribed time limit (see paragraph II (2)), cheques or bills of exchange are not honoured, or it comes to our attention that enforcement procedures - even on behalf of third parties - have been ineffective. In addition, we shall be entitled to carry out any remaining deliveries only against advance payment or adequate security. We shall be entitled to withhold performance until we receive payment or adequate collateral. At the same time, any discounts and other rebates or remuneration shall no longer be applicable, and the invoiced gross prices shall become payable immediately. If the purchaser does not settle all claims or provide security within a reasonable time limit specified by us upon delivery, we shall be entitled, in accordance with the law and the terms of the contract, including these terms of payment and delivery, to rescind the contract and demand damages in lieu of performance and prohibit the purchaser from reselling the goods as laid out in paragraph V (2). The same shall apply if the setting of a reasonable additional time limit is not required by law.

## **III. Delivery and delivery periods**

1. Time limits and dates for delivery shall only be binding if expressly agreed in writing. We make every effort to adhere to non-binding or estimated delivery dates and time limits (approximate delivery date, etc.). If a binding delivery date or period is exceeded for reasons within our control, we shall only be deemed to be in default after a reasonable additional period of time to be set by the purchaser in writing has elapsed. This shall not apply if this is a fixed-date transaction pursuant to paragraph III (2). A binding time limit for delivery shall only begin to run after we have received all the information and documents necessary for this purpose. If the goods are delivered at the request of the purchaser outside normal business hours, the purchaser shall bear the extra costs incurred. The lead time for deliveries during periods of high demand (e.g. special offers) is at least 4 weeks from placing the order, unless it is possible to agree on a shorter lead time on a case-by-case basis.

2. Transactions for delivery by a fixed date must be expressly confirmed by us in writing or satisfy the legal requirements for fixed-date transactions. The unilateral designation of a delivery as a fixed-date transaction by the purchaser shall be insufficient for this purpose.
3. If we do not receive delivery or performance from our suppliers, the delivery is incorrect or it does not take place within the prescribed time limit due to circumstances beyond our control and despite having concluded a valid and legally sufficient contract or as a result of force majeure, we shall notify the customer immediately in writing. In this case, we shall be entitled to postpone delivery for the duration of the hindrance or to rescind the unfulfilled part of the contract in whole or in part, provided that we have satisfied the information requirement and have not assumed procurement risk under these terms of payment and delivery. Cases of force majeure include strikes, lockouts, official interventions, interference by public authorities, transport disruptions, operational disruptions beyond our control - e.g. caused by fire, water or machinery failure - and any other disruptions that, upon objective consideration, could not have been culpably caused by our conduct. Delivery delays arising from these circumstances shall not be attributable to us even if they occur during an existing period of delay.
4. We shall be entitled to make partial deliveries and provide partial services, insofar as this is reasonable for the purchaser.
5. Unless agreed otherwise in writing, we shall use our reasonable discretion to select the route and means of transport (Article 315 of the German Civil Code).
6. If we default on our performance, the delay damages payable to the purchaser shall be limited to 0.5% for each week of delay, but not exceeding 5% of the net price of the part of the total delivery that, as a result of the delay, cannot be used within the agreed time limit or in accordance with the terms of the contract. Any further claims of the purchaser shall be excluded, unless they are the result of an intentional or gross negligent breach of contractual obligations on our part or on the part of our statutory representatives or vicarious agents or the result of damage suffered as a result of loss of life or injury or in the case of a fixed-date transaction (see paragraph III (2)). To the extent permissible by law, the purchaser may rescind the contract only if the delay in delivery has been caused by circumstances beyond our control; the above provisions do not change the burden of proof to our detriment.
7. At the request of the supplier, the purchaser shall be obliged to specify within a reasonable period of time whether he intends to rescind the contract due to the delay or receive the delivery instead. If the purchaser fails to exercise his rights within the specified time period, we shall be entitled to rescind the contract in whole or in part immediately upon its expiry.
8. All delivery, subsequent delivery and recall processes are based on these terms of payment and delivery as well as statutory provisions and carried out in accordance with our standards and guidelines.

## **IV. Transfer of risk / storage costs**

1. The risk shall be transferred to the purchaser when the goods are handed over to the freight forwarder or another person designated to transport the goods, regardless of whether we have agreed to provide additional performance (e.g. cover delivery costs). This shall also apply to partial deliveries as laid down in paragraph III (4). If the despatch is delayed for reasons that are attributable to the purchaser, the risk shall pass to the purchaser with effect from the date of the notice that the goods are ready for delivery. Following the transfer of risk, storage costs shall be borne by the purchaser; the storage fee for each commenced month shall amount to 0.5 % of the net price of the delivery, but not exceeding a total of 5% of the net price. This shall be without prejudice to our and the purchaser's right to prove that the actual storage costs incurred were higher/lower.
2. The goods shall not be insured against transport risks and other damage, unless it is requested in writing by the purchaser who shall bear the costs thereof.
3. The risk of accidental loss or accidental deterioration of the purchased goods shall be transferred to the purchaser on or before the date on which the purchaser has defaulted on acceptance or payment or culpably breached his contractual obligations.

## **V. Retention of title**

1. We shall retain the title to supplied goods (retained goods) until all claims arising from the business relationship with the purchaser, including any future claims arising from contracts concluded simultaneously or subsequently have been paid in full as laid down in paragraph II (i.e. when the full amount has been credited to our business account). The retention of title shall also apply when one or all outstanding invoices are combined into one account (current account) and set off against any payments received. The acknowledgment of a debt shall not affect the retention of title.

Pursuant to the following provisions, the simple retention of title as well as all its extended forms, i.e. the prolonged, subsequent and expanded retention of title shall apply, including the processing clause (paragraph V (4)), current account / set-off clause (paragraph V (1) sentence 1 and 2) and advance assignment clause (paragraph V (2), (3) and (5)).

2. The purchaser shall be entitled to resell the reserved goods in the regular course of business provided that the purchaser has not fallen into arrears with payments to us. However, other dispositions, especially pledges or assignments of the goods subject to retention of title are not permitted. The purchaser must inform us immediately in writing of any attempts by third parties to seize the reserved goods. The purchaser shall take all necessary steps, including emergency measures to safeguard our rights.

If the reserved goods are resold but not paid for immediately by the customer of the purchaser, the purchaser may only resell the goods under the retention of title clause.

- The purchaser hereby assigns all his claims against his customers arising from the resale of goods falling under the retention of title together with all ancillary rights (including VAT), and in particular, collateral, to us; we hereby accept this assignment. If the assigned claim against the purchaser of the reserved goods is included in a current account, the assignment in the amount corresponding to the total amount of claims from the resale of our reserved goods included in the current account shall also extend to claims arising from the current account. We shall be entitled to assert the assigned claims in our own name. If the reserved goods are sold together with other items, the claim against the customer of the purchaser amounting to the delivery price agreed between us and the purchaser shall be deemed to have been assigned if the amounts attributable to the individual items cannot be determined from the invoice.

Nevertheless, the purchaser shall be entitled to collect outstanding claims, as long as he meets his obligations towards us, except where the purchaser is in default of payment, files an application to open insolvency proceedings against his assets, or insolvency proceedings have been dismissed for lack of assets or there are other circumstances as laid out in paragraph II (4), that suggest that the purchaser is unable to meet his payment obligations. In this case, the purchaser shall be obliged to disclose the assignment to his customers and to provide us with all information and documents, etc. we need to assert the assigned claims.

- Any treatment, processing (including mixing and combining) or transformation of the reserved goods shall always take place in our name and on our behalf. In this case, the contingent right of the purchaser to the transformed object under reservation of title shall continue while the retention of title remains in place. If a reserved item is processed with other items not belonging to us, we shall acquire joint ownership of the new item in proportion to the relationship between the value of the original goods that are subject to the reservation of title and that of the other items processed at the time of processing. The same shall apply to mixing, combining or transforming of reserved items. If the mixing, combining or transforming is carried out in such a way that the purchaser's item can be regarded as the main item, the parties agree that the purchaser shall transfer the proportionate joint ownership to us, and preserve the resulting sole or joint ownership for us. The resulting rights of co-ownership shall be treated as goods subject to retention of title. The purchaser is obliged to provide us with the information necessary to pursue our ownership or co-ownership rights.
- The purchaser shall be entitled to resell the goods manufactured in accordance with paragraph V (4) in the normal course of business. He shall assign any claims arising therefrom to us in accordance with paragraph V (3). If we have acquired joint ownership of the processed or new item, the purchaser shall assign to us only the portion of the claim that corresponds to the proportion of the invoice amount attributable to the reserved goods on the invoice value of the new item sold by the purchaser. In all other respects, the above provisions as set out in paragraph V (2) - (4) shall apply mutatis mutandis to claims assigned to us as well as our co-ownership rights.
- We undertake to release the collateral provided to us by the purchaser upon his request, provided that the value of the collateral exceeds the claims to be secured, including late-payment interest by more than 10 %; the collateral to be released shall be chosen at our discretion.
- Where recourse is established through payment by a cheque or a bill of exchange, the retention of title or the underlying claim shall not expire before the cheques or bills of exchange have been cleared and the seller as the drawee can dispose of the funds without reservation.
- If we rescind the contract under the terms of the contract, including these terms of payment and delivery and/or statutory provisions, and we request the purchaser to surrender the goods, the purchaser must return the goods to us at his expense and risk. Further information can be found under paragraph XII (1). The purchaser must provide us with a detailed list of reserved goods still in his possession and third-party debtors of claims assigned to us. If we have serious doubts about the accuracy of this list, we shall be entitled to take appropriate action to safeguard our rights, e.g. to enter the storage and loading facilities during normal business hours and view all the necessary documents and accounts.
- The purchaser shall be obliged to handle the reserved goods with due care until the title has been fully transferred to him. The purchaser must notify us immediately in writing of any attempts by third parties to seize the reserved goods or any other third-party interventions. The purchaser shall be obliged to reimburse us for any costs and in particular, any litigation and legal costs that may arise in connection with protecting our property against third-party interventions, provided that this action has become necessary due to the purchaser's culpable breach of his contractual obligations. Should the costs be reimbursed by a third party, the purchaser shall be released from his aforementioned obligations.
- Unless provided for specifically otherwise, this shall not affect our statutory rights against the purchaser in the case of a culpable breach of his contractual obligations.

#### **VI. Absence of credit risk insurance**

If our claims are covered by credit risk insurance or similar products, and the insurance cover expires - on whatever legal basis - and we have not yet delivered the goods, we shall be entitled to either rescind the contract or to deliver the goods only after we have received payment of the full purchase price in advance. In the case of rescission, the purchaser's claims for damages shall be excluded.

#### **VII. Empties, packaging and recycling deposit (non-returnable and returnable deposit)**

- The empties intended for recycling (rental containers, reusable packaging) as well as all boxes, bottles, containers and pallets (loading materials) provided to the purchaser on a temporary basis to be used in accordance with regulations shall remain our or the beverage industry's inalienable property. The purchaser shall not acquire title to the aforementioned materials by paying a deposit. The purchaser shall be obliged to return the empties and loading material within three months of delivery, carriage paid in good condition, including all fasteners and sorted according to type; should the purchaser need the empties or loading materials after the end of the three-month period they shall be returned promptly after they have fulfilled their purpose. Failing that, we shall be entitled to charge a rental fee as stipulated by the terms and conditions of purchase of the German Federal Monopoly Administration for Spirits in the version applicable at the time. We shall be entitled to refuse to accept unsorted empties; we may accept unsorted empties against the payment of the sorting costs incurred. Empties or loading materials which differ from the materials supplied by us in shape, colour, size or the curve of the bottle and in particular, in being identifiable as third-party property through embossing or branding or which are damaged or heavily soiled - shall be made ready for collection by the customer. If the customer does not collect these empties within two weeks after receipt of a written notification that the empties are ready for collection, we shall be entitled to dispose of them without substitution. The aforementioned notification shall contain an express warning to that effect. We shall maintain a separate empties and deposit account for the various types of empties we put on the market and take back. If it becomes apparent on this basis that the number of returned empties of one type is higher than the number delivered, we shall be entitled to refuse to accept further empties of this particular type for a deposit refund. Surplus empties shall be made available to the purchaser. If the purchaser does not collect these empties within two weeks after receipt of a written notification that the empties are ready for collection, we shall be entitled to dispose of them without substitution. The aforementioned notification shall contain an express warning to that effect. Upon termination of the business relationship, we shall provide the purchaser with a final statement for empties and loading materials.
- Disposable containers under the German deposit system for disposable packaging (can deposit) are subject to a recycling deposit in accordance with statutory provisions (in particular, the German Packaging Ordinance) and the requirements of Deutsche Pfandsystem GmbH (DPG) and shall not be taken back by us.
- In order to protect our ownership of the empties and loading materials and the right to have our property returned, we shall be entitled to charge deposits at usual market levels. The deposit amount is subject to VAT at the applicable rate and shall be invoiced together with the respective delivery. Where empties or loading materials are returned at the time of delivery we may agree with the purchaser that the VAT payable under tax regulations shall be calculated only for the difference between the newly delivered and returned empties or loading materials. As a result, the deposit shall only be payable on the difference between the newly delivered and returned empties or loading materials. Any use of the empties and loading materials that is contrary to the intended purpose or disposal, in particular, its pledging or storage, as well as any unauthorised use such as filling by the purchaser or third parties, is prohibited and shall give us a claim for damages, unless the purchaser cannot be held responsible for such misuse. If empties or loading materials are not returned in the quantity and condition (including soiling) required under the terms of the contract even after being given reasonable additional time, we shall be entitled to demand that the purchaser pays the replacement cost, taking into account any deposits already paid by the purchaser. The purchaser shall be entitled to prove lower damages.

#### **VIII. Rights of the purchaser in case of defects**

- Assumption of a procurement risk does not lie solely in our obligation to deliver an object, which is only defined by its category. We shall only assume a procurement risk and/or guarantee based on a separate written agreement that contains the following wording "we assume the procurement risk" or "legally guaranteed". Information contained in data sheets, service specifications and brochures shall not constitute a description of the goods under the terms of the contract, unless it has been expressly labelled with the above wording. The purpose of product samples is to give purchasers an indication of the features and specifications of a product and shall in no way be construed as an assumption of procurement risk or a guarantee or assurance of specific features.
- Obvious defects must be reported to us promptly and no later than within two weeks after receipt of the goods. Hidden defects must be notified to us by the purchaser promptly after discovery and no later than within the warranty period as set out in paragraph III (5). If the purchaser fails to notify us within the prescribed period, any claims of the purchaser for breach of contractual obligations due to defects shall be excluded. This shall not apply in the case of intentional, grossly negligent or fraudulent conduct on our part, in the case of damage suffered as a result of loss of life or injury, a guarantee for the supplied goods to be free of defects, liability under the German Product Liability Act and other cases of mandatory statutory liability as well as recourse within the supply chain (Article 478 BGB).
- Any obvious defects at the time of delivery, including transport damage must also be reported to the transport company and recorded in the transport documentation. If the purchaser fails to ask the transport company to record the defect in a timely manner, any claims of the purchaser for breach of contractual obligations due to defects shall be excluded. This shall not apply in the case of intentional, grossly negligent or fraudulent conduct on our part, in the case of damage suffered as a result of loss of life or injury, a guarantee for the supplied goods to be free of defects, liability under the German Product Liability Act and other cases of mandatory statutory liability as well as recourse within the supply chain (Article 478 BGB).

Insofar as defects to a number of items and weight have already been recognisable at the time of delivery, the purchaser shall be obliged to report these defects to the transport company upon receipt of the goods and have this confirmed by the carrier in writing. If the purchaser fails to notify the defect to the transport company in a timely manner, any claims of the purchaser for breach of contractual obligations due to defects shall be excluded. This shall not apply in the case of intentional, grossly negligent or fraudulent conduct on our part, in the case of damage suffered as a result of loss of life or injury, a guarantee for the supplied goods to be free of defects, liability under the German Product Liability Act and other cases of mandatory statutory liability as well as recourse within the supply chain (Article 478 BGB).

4. In the case of a justified complaint, we shall be obliged to provide corrective action, at our discretion, either eliminating the defect (rectification) or by providing a free replacement. To the extent permissible by law, we shall bear the necessary expenses of corrective action only up to the purchase price amount; under no circumstances shall we bear disproportionately high costs. If we do not fulfil our obligation to provide corrective action within a reasonable period of time, the purchaser shall be entitled, at his discretion, to rescind the contract or to demand a reduction of the purchase price. Any further claims - on whatever legal basis - shall be excluded unless provided for in paragraph IX (1) - (4).

5. Unless expressly agreed otherwise in writing, we provide a warranty for material defects for a period of one year calculated from the day of the transfer of risk (see paragraph IV.), or if the customer refuses to accept the goods, from the date of the notice that the goods are ready for delivery. This shall not apply to claims for damages arising from a guarantee, assumption of procurement risk, in the case of damage suffered as a result of loss of life or injury, intentional, grossly negligent or fraudulent conduct, or in cases of mandatory statutory liability, for example, in the case of Article 478 BGB (recourse within the supply chain), where a longer period is stipulated.

6. Warranty claims shall be excluded in cases of only minor deviations from the agreed or customary quality or usability of the goods.

7. To be effective, any acceptance of a breach of contractual obligations and in particular, of material defects, must always be in writing.

#### **IX. General limitations of liability**

1. Our company shall only be liable for losses or expenses incurred to no purpose - on whatever legal basis -

a) if the losses or expenses incurred to no purpose have been caused by us or one of our legal representatives or vicarious agents culpably breaching material contractual obligations, the fulfilment of which the purchaser may routinely rely upon and, that are essential for the proper performance of the contract, or

b) if the losses or expenses incurred to no purpose are attributable to a grossly negligent or intentional breach of contractual obligations by us or one of our legal representatives or vicarious agents.

c) in the case of loss of life or injury, also by legal representatives or one of our vicarious agents;

d) in the case of a delay, if a fixed-date delivery or performance has been agreed;

e) if we have provided a guarantee for the quality of our goods or performance, or if we have assumed procurement risk (see paragraph VIII (1));

f) under the Product Liability Act or other cases of mandatory statutory liability.

2. In the case of a breach of material contractual obligations caused by simple negligence, our liability and the liability of our vicarious agents shall be limited to contractually foreseeable damage at the time of concluding the contract, provided that none of the cases set out in paragraph IX (1) lit. b - f applies.

3. The liability for lost income, indirect and consequential damage shall be excluded, unless we have breached a material contractual obligation (see paragraph IX (1) lit. a) or in the cases of an intentional or gross negligent breach of contractual obligations on our part or on the part of our senior management or vicarious agents or damage suffered as a result of loss of life or injury.

4. Any further liability for damages as set out in paragraph III (6) as well as paragraph IX (1)-(3) shall be excluded regardless of the legal nature of the asserted claim.

5. The exclusions or limitations of liability as laid down in the preceding paragraph IX (1) to (4) shall apply to the same extent to our senior management and employees as well as other vicarious agents and our subcontractors.

6. any claims for damages arising from the contractual relationship with us must be asserted by the purchaser within an exclusion period of one year from the start of the statutory limitation period. This shall not apply in cases of malicious intent or gross negligence on our part, claims arising from damage suffered as a result of loss of life or injury, claims based on tort, delict or express additional guarantee, assumption of a procurement risk or any other mandatory statutory liability.

7. A change in the burden of proof is not connected to the above provisions.

#### **X. Compliance/ export control**

1. For the purpose of combating terrorism, the ban on the direct and indirect provision of funds and economic resources to certain individuals, legal entities, groups and organisations has been introduced by Council Regulation (EC) No 881/2002 and (EC) No 2580/2001, which apply directly in every member state of the European Union.

2. If prior to the delivery, we become aware of circumstances in the area of responsibility of the purchaser on the basis of which it can be justifiably assumed that the purchaser is in breach or may potentially breach any regulations set out in paragraph X (1), including US sanction lists or permit requirement relating to a specific delivery of goods, we are hereby granted a reasonable period of time to conduct further reviews and where necessary, to apply for permits. Default of delivery shall be excluded for the duration of this review period or approval process, where applicable.

3. Should the review reveal that a name is on the lists of natural or legal persons, groups or organisations published as annexes to the Regulations, we shall be entitled to refuse delivery and rescind the contract.

4. Furthermore, we shall be entitled to rescind the contract after delivery if we become aware of circumstances within the meaning of paragraph X (3).

5. The customer undertakes to observe all German, as well as all applicable European and US export control regulations in relation to transport or export of the goods supplied by us. If the customer culpably breaches the relevant regulations, he shall indemnify us within the scope of our contractual relationship against any damage arising therefrom, including any reasonable expenses, and in particular, litigation and legal costs.

#### **XI. Special obligations of the purchaser**

In order for the end-consumer to receive faultless products, the purchaser shall be obliged to ensure that the goods are stored and transported under adequate conditions that are cool and protect the goods against frost, sun and light and rapid handling, taking into account the minimum durability dates.

#### **XII. Other arrangements**

1. The place of performance for all obligations arising from the contract shall be Haselünne, Germany.

2. The sole place of jurisdiction for any disputes arising from this contractual relationship, including disputes over bills of exchange and cheques shall be the Meppen District Court, if a dispute falls within the functional jurisdiction of a district court or the Osnabrück Regional Court, if a dispute falls within the functional jurisdiction of a regional court. However, we shall be still entitled to bring an action before any other competent court at the location of the registered office of the purchaser.

3. All contracts concluded with us shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on the Sale of Goods (CISG).

4. Should individual provisions of these terms and conditions or of the entire contract be or become invalid, incomplete or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected hereby. The contracting parties undertake, in this case, to replace the invalid, incomplete or unenforceable provision by a valid provision, that approximates as closely as possible the intent of the parties at the time of entering into the contract had they been aware of the invalid provision. If the parties are unable to find an adequate provision, the statutory provisions shall apply.

5. Any amendments and additions to the contract, including these terms of payment and delivery must be in writing. This shall also apply to a waiver of this written form requirement.

6. The purchaser hereby consents to the collection, storage and processing of information necessary for processing of orders - in compliance with the applicable data protection legislation.