

Date: Nov 05, 2024

General Terms and Conditions

A. GENERAL INFORMATION

I. Scope of application

- 1. Services and deliveries by WBG Pooling to customers of WBG Pooling (Buyer) shall be made exclusively on the basis of these General Terms and Conditions (GTC), unless separate contractual agreements have been made in text form or in writing. Deviating, opposing or supplementing terms of a Buyer shall apply only insofar as they have been expressly recognised e.g. in writing or in text form by WBG Pooling.
- 2. If business relationships are already established between the Parties and if the Buyer has already received the GTC in the context of a previous purchase order having been confirmed by WBG Pooling, the GTC shall also apply to future business without direct reference being made to them.
- 3. All orders shall become binding only by an explicit order confirmation from WBG Pooling. The order confirmation can be given in writing, in text form or by email. The content of this order confirmation shall also be decisive for the performances owed by the Parties.
- 4. Quotes by WBG Pooling shall generally be subject to change, unless they are explicitly referred to as being binding.
- 5. Verbal declarations by employees, vicarious agents or other representatives having been given without power of representation shall only become part of the contract upon written confirmation.
- 6. If individual provisions should be or become invalid, this shall not affect the validity of the remaining provisions. The Parties undertake to agree on a provision that comes as close as possible to what was intended.

II. Prices

- All prices are understood to be plus the statutory value added tax as applicable on the day of the delivery.
- 2. WBG Pooling shall be authorised to make an appropriate adjustment of the agreed price if there is a significant change in the relevant cost factors in the course of four weeks after the date of the order confirmation amounting to at least 5% in the case of pooling contracts or amounting to at least 3% in the case of purchase agreements. In that case, the Buyer shall have the right to withdraw from the contract. The withdrawal shall be declared to WBG Pooling in this case in writing or text form, within one week after notification of the price adjustment.
- 3. Price agreements shall apply only to the respectively agreed delivery or service, without developing any binding effect for later purchase orders.



General Terms and Conditions

III. Payment modalities

- 1. All invoices shall be due for payment within 21 days from the invoice date without discount.
- 2. Cheques shall be accepted for payment only; any charges and costs incurred by this shall be borne by the Buyer.
- 3. Rights to offset or withhold payment being asserted by the Buyer are excluded, unless they relate to uncontested claims of the Buyer or claims found valid by final and absolute judgment. In the event defects are undisputedly present, the Buyer shall be entitled to a right to withholding only insofar as the withheld amount is within reasonable proportion of the defects and the expected costs for subsequent fulfilment (in particular, defect rectification).
- 4. If and insofar as the amount invoiced is not paid on the due date (see above under III.1), default interest in the amount of 9 percentage points above the base interest rate will be charged, unless WBG Pooling proves a higher interest loss. Furthermore, the right remains reserved for the Buyer to prove a lower interest loss.
- 5. If payment conditions are disregarded continuously or not observed or if facts become known, giving rise to serious doubts as to the Buyer's creditworthiness, this shall result in the claims becoming due for payment immediately. Moreover, WBG Pooling has the right to make outstanding deliveries and services dependent on prepayments being made or corresponding securities being provided. Furthermore, WBG Pooling shall have the right in this case to withdraw after expiration of an appropriate period set by WBG Pooling for the payment of due invoice amounts. If reusable transport packaging should then still be in the Buyer's possession, which it had received from WBG Pooling for use against a fee, the Buyer shall be obligated to immediately return this reusable transport packaging in accordance with Sec. VI.2 (open reusable transport packaging) or VII. 2 (closed reusable transport packaging).
- 6. Each business relationship between the Parties is subject to a credit insurance contract between WBG Pooling and an insurance company. If and insofar as the respective credit limit of the insurance company for the buyer is exceeded, WBG Pooling will inform the Buyer thereof immediately In that case, WBG Pooling is entitled to demand from the buyer a directly enforceable bank guarantee in the amount of the uncovered credit limit. If such a bank guarantee should not be presented thereupon within another 5 bank working days, WBG Pooling shall have a right of termination without notice within a further two weeks.

IV. Delivery period

1. The adherence to contractually agreed delivery periods by WBG Pooling is based on the premise that all commercial and technical questions have been clarified between the Parties before the performance of the purchase order, in particular that all of the Buyer's duties to provide information, such as the provision of required official notices and permits,



General Terms and Conditions

timely information and reachability of the place of delivery or collection in terms of traffic connections, provision of material, personnel or other equipment, or payment of an advance, have been fulfilled on time. WBG Pooling has the right to withdraw from the contract if WBG Pooling on its part does not receive the object of delivery in spite of having previously concluded a corresponding purchase agreement (hedging transaction); the liability of WBG Pooling for intent and gross negligence remains unaffected pursuant to Sec. IV.4 of these Terms and Conditions. In that case, WBG Pooling shall inform the Buyer immediately of the belated availability of the object of delivery. If the Buyer wants to withdraw from the contract in this case, it shall exercise its right of withdrawal without delay, whereas at the latest within one week after receipt of the notification from WBG Pooling of the belated availability, by giving notice in writing or text form. In the event of a withdrawal, WBG Pooling shall refund the corresponding consideration to the Buyer without delay.

- 2. In case of a change to the contract after the mailing of the order confirmation, exclusively the date stated in the new order confirmation shall apply.
- 3. By notification of the readiness for shipment, the delivery period shall be deemed observed, unless the shipment is delayed or proves to be impossible at no fault of WBG Pooling.
- 4. If an agreed delivery period is exceeded at the fault of WBG Pooling, whereas neither through intent nor gross negligence, and if this causes a loss for the Buyer, it shall have the right, after expiration of an appropriate grace period and to the exclusion of further claims, to demand a flat amount as compensation for the delay. The compensation per week shall amount to 0.5% of the net value of the part of the delivery, which cannot be used on time or not in accordance with the contract due to the delays, whereas at most 5% of the net value. The net value in this sense means the purchase price of the sold reusable transport packaging (RTP) and, in the case of a provision for use, the fee for the use to be paid for the type and number of RTP and for the relevant period for which they have been provided. The loss to be compensated by WBG Pooling shall instead be limited in all cases to the contractual value; thus, to the agreed purchase price in the case of a purchase and, in the case of pooling, to the fee for the use to be paid for the owed delivery.
- 5. The Buyer may withdraw from the contract within the scope of the statutory provisions only if WBG Pooling has committed a breach of duty. In case of a breach of duty, the Buyer shall declare within an appropriate period upon request by WBG Pooling, whether it will withdraw from the contract due to the breaches of duty or if it insists on the performance. In case of defects, however, the statutory provisions apply with regard to the withdrawal. A withdrawal by the Buyer is excluded if it is itself in delay with the acceptance.
- 6. If the failure to meet deadlines and delivery periods is due to force majeure, e.g. mobilisation, war, unrest, also pandemics or similar events outside of the responsibility of WBG Pooling, e.g. strike or lockout, the deadlines shall extend for the time during which the aforementioned event and its effects persist. Regardless thereof, WBG Pooling shall be



General Terms and Conditions

entitled in this case to a full or partial withdrawal with regard to the part of the contract not performed yet, even if the aforementioned circumstances arise during the delay or at a subsupplier or vicarious agent. WBG Pooling shall be liable pursuant to the legal regulations for delay of the delivery in cases of intent or gross negligence on its own part or that of one of its representatives or vicarious agents, and in cases of injury to life, body or health caused culpably. In other cases of default, the liability of WBG Pooling for damage compensation shall be limited, besides the owed performance, to 0.5% of the net value of the part of the delivery or service, which cannot be used on time or not in accordance with the contract due to the delays in total per week, whereas overall to at most 5%. For damage compensation in lieu of performance (including the compensation of useless expenses), the damage compensation is limited to overall 5% of the net value of the delivery in the definition of para. 4, last clause. Further claims of the Buyer shall also be excluded after expiration of a deadline for performance set by WBG Pooling. The limitation shall not apply in the event of a culpable breach of essential contractual duties, whereas it shall be limited to the predictable damage that is typical for the contract, unless a further case pursuant to clause 1 of this paragraph is given at the same time. The Buyer's right to withdraw from the contract pursuant to Sec. IV 1 of these Terms remains unaffected. A reversal of the burden of proof to the disadvantage of the Buyer shall not be tied to the foregoing provisions.

B. PROVISION OF REUSABLE TRANSPORT PACKAGING FOR USE (POOLING)

V. Joint terms

- Information on properties of reusable transport packaging (RTP) and references to technical standards in catalogues, prospectuses, ads, illustrations, and price lists merely serve as description and do not establish either an assurance or warranty of properties and condition without an explicit reference in the order confirmation. Deviations in the shade of colour never constitute a defect. A warranty for the hygienic unobjectionable and defect-free condition of the products cannot be given.
- 2. Under the contract, WBG Pooling shall not owe any advice to the Buyer as to whether the RTP purchased by the Buyer or RTP provided for use to the Buyer are suitable or useful for the purpose of use intended by the Buyer, unless this has been expressly agreed between the Parties. If in doubt, this shall be determined by the order confirmation sent to the Buyer, A.I.3 sent. 2.
- 3. The Buyer is obligated to notify WBG Pooling of obvious defects on the RTP having been provided to it in writing or by email, at the latest within 24 hours upon receipt of the RTP; mailing the notice before expiration of the period shall be decisive for compliance with the notification period. In the notice, the defects shall be described in as much detail as possible by the Buyer with enclosure of photos of the defects. In case of hidden defects, the discovery of which was not



General Terms and Conditions

possible on the handover, even if the Buyer has exercised its proper duties, the notice of defect is essential, which shall be given at the latest 24 hours after the discovery.

- 4. WBG Pooling shall send the Buyer a monthly statement of the inventory account maintained for the Buyer at WBG Pooling for the RTP having been provided to it. The balance reported by WBG Pooling shall be deemed accepted unless the Buyer objects to the report of the inventory accounts maintained by WBG Pooling within 10 working days following receipt.
- 5. The RTP shall be provided to the Buyer exclusively for the use as intended. The Buyer shall not acquire ownership of the RTP having been provided to it by WBG Pooling.
- 6. For the purposes of these GTC, open RTP mean such RTP of which the Buyer can also acquire ownership. The ownership can be acquired by purchasing RTP that have already provided for use (purchase of the inventory) or by purchase without the purchased RTP previously having been provided for use to the Buyer by WBG Pooling (merchandise).
- 7. Closed RTP in the definition of these GTC mean such RTP, which preclude the ownership of which by the Buyer. Such RTP are marked by codes or labelling (e.g. "Property of...") as the unsaleable property of WBG Pooling.

VI. Provision of open RTP

- 1. In the case of a sale of RTP previously having been provided for use, WBG Pooling shall be entitled in accordance with Sec. V (1), to also charge the fee for use as consideration for the use, even after the end of the period for provision and up until the acquisition of the ownership of the RTP.
- 2. The Buyer is obligated to return or ship the identical number of corresponding RTP with freight prepaid back to WBG Pooling at the end of the provision for use, in a fault-free condition and of the same quality as each delivery of RTP that is received. On termination of the provision for use, the Buyer shall return the RTP having been provided to it or at least RTP of medium type and quality to WBG Pooling.
- 3. If the duties under para. 3 are breached by the Buyer, it shall pay the following flat amounts as damage compensation upon prior setting of a deadline for the surrender of the RTP:

a. E1-Crate (red)	3,90 €
b. E2-Crate (red)	4,30 €
c. E3-Crate (red)	9,30 €



General Terms and Conditions

d. E1-Performance-Crate	4,80 €
e. E2-Performance-Crate	5,70 €
f. E3-Performance-Crate	13,25 €
g. BigBox 1000 3 runners grey	145,00 €
h. BigBox 1000 4 feet grey	145,00 €
i. Euro-H1-Hygienic-Pallet light grey	46,50 €
j. Euro-H1-Hygienic-Pallet light grey without central locking	46,50 €
k. Euro-H3-Hygienic-Pallet light grey	79,00 €
l. Eurohook steel	6,90 €

- 4. Upon claims being brought for damage compensation, the Buyer's right to return the RTP having provided to it to WBG Pooling shall expire.
- 5. It remains expressly reserved for the Parties to prove that a lesser or higher damage than the one stated in flat amount under No. 3 has been incurred.
- 6. Unless this contradicts the provisions in these GTC or the agreements made with the Buyer in the individual case, the provisions of Sec. 607 and Sec. 609 BGB [German Civil Code] shall apply to the provision of open RTP for use.

VII. Provision of closed RTP

- Unless expressly agreed otherwise, the payment agreed for the provision of closed RTP refers to the fee for the provision
 for use and logistics services of WBG Pooling for a period of 30 days from the transfer of the RTP to the Buyer. If the
 period is exceeded, the Buyer shall owe the payment for the provision for use pursuant to the conditions of WBG Pooling
 valid at such time.
- 2. The Buyer shall be obligated to return or ship the RTP having been provided to it with freight prepaid and in defect-free condition at the end of the period of use.
- 3. If the duties under para. 2 are breached by the Buyer, it shall pay the following flat amounts as damage compensation upon prior setting of a deadline for the surrender of the RTP:
- 4. Upon claims being brought for damage compensation, the Buyer's right to return the RTP having provided to it to WBG Pooling shall expire.



General Terms and Conditions

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1. WBG-Pooling-Foldable-Crate 6412 light blue	5,00€
2. WBG-Pooling-Foldable-Crate 6418 light blue	5,60 €
3. WBG-Pooling-Foldable-Crate 6423 light blue	7,80 €
4. WBG-Pooling-Foldable-Crate 6422 black	7,70 €
5. WBG-Pooling-Foldable-Crate 6418 black	7,25 €
6. WBG-Pooling-Foldable-Crate 6415 black	6,65 €
7. WBG-Pooling-Foldable-Crate 6411 black	6,25 €
8. WBG-Pooling-Foldable-Crate 4315 black	4,50 €
9 WBG-Pooling-Foldable-Crate 6418 yellow	7,60 €
10. WBG-Pooling-Foldable-Crate 6418 violett	7,50 €
11. WBG-Pooling-Foldable-Crate 6422 blue	8,20 €
12. WBG-Pooling-BigBox 1000 red	170,00 €
13. WBG-Pooling-BigBox 1000 grey	170,00 €
14. WBG Pooling-BigBox 1000 green	170,00 €
15. WBG Pooling-BigBox 1000 perforated green	170,00 €
16. WBG Pooling-BigBox 1000 light blue	170,00 €
17. WBG Pooling-BigBox 1000 drain 605L light blue	175,00 €
18. WBG Pooling-BigBox 1000 foldable grey-white	205,00 €
19. WBG Pooling-BigBox 1000 foldable blue	205,00 €
20. WBG Pooling-BigBox 1120 blue	296,00 €
21. WBG Pooling-BigBox 800 light blue	195,00 €
22. WBG Pooling-BigBox 800 blue DM	190,00 €
23. WBG Pooling-Combo-BigBox 1155 grey	540,00 €
24. WBG-Pooling-Liquid-BigBox 1000 grey	468,50 €
25. WBG Pooling-H1-Hygienic Pallet light blue	47,50 €
26. WBG Pooling-L1-Logistic Pallet light blue	90,00€
27. WBG Pooling-L3-Logistic Pallet light blue	100,00 €



General Terms and Conditions

- 5. It remains expressly reserved for the Parties to prove that a lesser or higher damage than the one stated in flat amount under para. 2 has been incurred.
- 6. Unless this contradicts the provisions in these GTC or the agreements made with the Buyer in the individual case, the provisions of Sec. 535 seqq. BGB [German Civil Code] shall apply to the provision of closed RTP for use.

C. SALE OF RTP

VIII. Transfer of risk

- 1. In the event of a sale of RTP from the inventory account maintained for the Buyer according to Sec. V (2), all rights on the purchased RTP shall transfer to the Buyer upon the crediting of the agreed purchase price on the account of WBG Pooling, provided that the purchased RTP are in the Buyer's possession. WBG Pooling shall owe RTP of medium type and quality to this end.
- 2. In the event of a sale of new RTP, all rights on the purchased RTP shall transfer to the Buyer on receipt of the purchase price and if not already done on the transfer of possession to the Buyer.
- 3. If the sold RTP are shipped on the Buyer's request, the risk of accidental loss and accidental deterioration shall transfer to the Buyer on the handover to the freight forwarder or person designated for the shipment. If merchandise is collected for return, the risk shall transfer to WBG only upon arrival of the merchandise at the place of destination.
- 4. If the shipment of RTP ready for shipment is delayed for reasons outside of the influence of WBG Pooling, the risk shall transfer when the notice of the readiness for shipment is sent to the Buyer in text form or in a fax.
- 5. If the Buyer does not accept the shipment directly upon the notice of shipment, or if the shipment is postponed on the Buyer's request, WBG Pooling shall be entitled to place the RTP in storage at the Buyer's expense.
- 6. In case of a delay of acceptance by the Buyer, WBG Pooling reserves also the right to partial withdrawal or claims of damages, besides the rights resulting from Sec. 326 BGB.
- 7. On the Buyer's written request, the purchased merchandise shall be insured at its cost for risks to be determined by it.

IX. Reservation of title

1. If RTP or other items offered by WBG Pooling are sold to the Buyer, the sold items shall remain the property of WBG



General Terms and Conditions

Pooling until the complete payment of all claims existing against the Buyer in the business relationships. In case of on-account charges, the reserved title to the deliveries applies as security for the balance of account by WBG Pooling.

- 2. The Buyer shall not be entitled to process or modify the items of delivery that are subject to the reservation of title. The reservation of title shall also cover products created in violation, by processing, mixing or combining them with our products, in their full value and of which WBG Pooling shall be deemed the manufacturer. If the property right of third parties remains intact in the event of processing, mixing or combination with the products of these third parties, WBG Pooling shall acquire a co-ownership in the same proportion as the invoiced values of the processed, mixed or combined products. For the rest, the same shall apply to the created product as to the products delivered under the reservation of title.
- 3. The Buyer is not permitted to resell the products subject to the reservation of title.
- 4. In the event of resale in violation of the prohibition, the Buyer shall assign all claims arising for it from the resale against its customers, including ancillary rights, as security to WBG Pooling up until fulfilment of all claims of WBG Pooling that are held against it, without this requiring further separate declaration. The assignment shall apply including any claims to the account balance. However, the assignment shall only apply up to the amount corresponding to the amount invoiced by WBG Pooling. The portion of the claim assigned to WBG Pooling shall be satisfied with priority. The Buyer shall pass on any payments made on the assigned claim, up to the amount of the secured claim, without delay.
- 5. If a justified interest is made credible, the Buyer shall provide the information to WBG Pooling, which are required for enforcing the rights of WBG Pooling against the buyers, and to hand over the necessary document.
- 6. Insofar as the realisable value of all securities in the entitlement of WBG Pooling exceeds the amount of all secured claims by more than 10%, WBG Pooling shall release the corresponding portion of the securities on the Buyer's request. It is presumed that the conditions of the foregoing clause are fulfilled if the estimated value of the securities in the entitlement of WBG Pooling reaches or exceeds 150% of the value of the secured claims.
- 7. The products subject to the reservation of title may neither be pledged nor transferred by way of security to third parties before the complete payment of the secured claims. The Buyer shall inform WBG Pooling in writing without delay if it has been filed for the opening of insolvency proceedings over the Buyer's assets or third parties take control over the products in the ownership of WBG Pooling (e.g. by means of attachments). The costs incurred for this shall be borne in all cases by the Buyer, unless they are borne by a third party.
- 8. In the event of any actions by the buyer contrary to the contract, in particular in case of non-payment of the due purchase price, WBG Pooling shall have the right to withdraw from the contract pursuant to the legal regulations and/or



General Terms and Conditions

demand the surrender of the products based on the basis of the reservation of title. The demand for surrender does not simultaneously include the declaration of withdrawal; WBG Pooling is rather entitled to merely demand the surrender of the products and reserve withdrawal. If the Buyer does not pay the due purchase price, WBG Pooling shall be entitled to enforce the right to surrender or declare withdrawal after having set an unsuccessful or omissible deadline.

- 9. If WBG Pooling exercises its reservation of title by collecting the products subject to the reservation of title, WBG Pooling shall be entitled to sell or auction the items on the open market. The collection will be made for the proceeds earned, whereas at most for the agreed list prices. Further claims for damage compensation, in particular for lost profit remain reserved.
- 10. If and insofar as RTP are sold to the Buyer, which are included in the inventory accounts maintained for the Buyer at WBG Pooling, any warranty for the sold RTP is excluded. If and insofar as it is not possible to specify the sold RTP, because they are in pooling circulation, WBG Pooling shall not owe the transfer of ownership of the relevant RTP to this end, but the procurement of all rights related to the RTP in questions. In this respect, the transfer of rights to the corresponding RTP of medium type and quality shall be owed. Subject to the condition precedence of the purchase price payment date, the rights shall be assigned by WBG Pooling to the Buyer.

X. Liability for property defects in case of a purchase

- Information on the properties and condition of merchandise and references to technical standards in catalogues,
 prospectuses, ads, illustrations, and price lists merely serve as description and do not establish either an assurance or
 warranty of properties and condition without an explicit reference in the order confirmation. Deviations in the shade of
 colour never constitute a defect. A warranty for the hygienic unobjectionable and defect-free condition of the products
 cannot be given.
- 2. Under the contract, WBG Pooling shall not owe any advice to the Buyer as to whether the RTP purchased by the Buyer or RTP provided for use to the Buyer are suitable or useful for the purpose of use intended by the Buyer, unless this has been expressly agreed between the Parties. If in doubt, this shall be determined by the order confirmation sent to the Buyer, A.I.3 sent. 2.
- 3. Any warranty is precluded in the case of a sale of RTP from the inventory account maintained for the Buyer according to Sec. V (2), as this is a sale of used items.
- 4. In the case of a sale of new RTP (merchandise), the Buyer is obligated to notify WBG Pooling of obvious defects on the merchandise having been provided to it in writing or by email, at the latest within 24 hours upon receipt of the RTP;



General Terms and Conditions

sending the notice before expiration of the period shall be decisive for compliance with the notification period. In the notice, the defects shall be described in as much detail as possible by the Buyer with enclosure of photos of the defects. In case of hidden defects, the discovery of which was not possible on the handover, even if the Buyer has fulfilled its duties pursuant to Sec. 377 HGB [German Commercial Code], the notice of defect is essential, which shall be given at the latest 24 hours after the discovery. If the Buyer notifies of a defect, which does not exist according to the inspection by WBG Pooling, and if the Buyer knew that the defect did not exist when it gave the notice of defect or if it was mistaken about this due to negligence, the Buyer shall compensate WBG Pooling for the losses incurred. The Buyer has the right to prove that the notified defect does exist after all. Within the scope of the foregoing conditions, WBG Pooling shall have the right, in particular, to demand a refund of the expenses incurred by WBG Pooling, for example, for the inspection of the item or for the repair demanded by the Buyer.

- 5. All warranty claims in case of a purchase of new RTP shall lapse by limitation 12 months after the transfer of risk, unless Sec. 438 (1) no. 1, Sec. 479 (1) and Sec. 634a (1), no. 2 BGB prescribe mandatory longer limitation periods.
- 6. In case of justified notices of defects, the Buyer shall be entitled to demand subsequent fulfilment, reduce the price or withdraw from the contract. The Buyer does not have a right to subsequent fulfilment if this involves disproportionate costs. Further claims, in particular for the compensation of expenses, damages or compensation for defects or consequential damages from defects shall apply only in accordance with the provisions of Sec. XI. Regarding defects due to manufacturing WBG Pooling is entitled to refer the customer to the supplier. WBG Pooling shall assign any related warranty claims to the customer.
- 7. Improper attempts of reworking by the Buyer or third parties contracted by it, and improper use, wear and tear, and improper storage shall result in the loss of warranty claims.
- 8. Claims of recourse according to Sec. 479, Sec. 479 BGB shall be established to the statutory extent, only in the case that justified claims are brought by the consumer, whereas, in contrast, not with regard to agreements made in fair dealings and they require the fulfilment of the duties, especially the duty to notify of defects, by the party entitled to the claims of recourse.
- 9. D. FINAL PROVISIONS AND LIABILITY



General Terms and Conditions

XI. Liability

WBG Pooling shall be liable pursuant to the statutory provisions for intent or gross negligence or that of one of its representatives or vicarious agents, in cases of injury to life body or health caused culpably. For the rest, WBG Pooling shall be liable merely pursuant to the Product Liability Act for culpable breach of essential contractual duties and to the extent that WBG Pooling has fraudulently concealed defects, or defects for which it has given a warranty of the properties and condition of the object of delivery. The damage compensation claim for culpable breach of essential contractual duties, whereas it shall be limited to the predictable damage that is typical for the contract, unless another one of the cases mentioned in clause 1 or clause 2 of this paragraph is given at the same time. The provisions of the foregoing paragraphs apply to all damage compensation claims, in particular damage compensation besides performance, and damage compensation in lieu of performance, notably regardless of the legal reason and in particular for defects, breach of duty under the contractual obligation or for tortious act. A reversal of the burden of proof to the disadvantage of the Buyer shall not be tied to the foregoing provisions.

XII. Place of fulfilment, choice of law, place of jurisdiction

- 1. The place of fulfilment for deliveries and payments shall be the place of the registered office of WBG Pooling in Damme, in absence of an agreement explicitly stating otherwise.
- 2. Exclusively German law applies. The application of the United National Convention on Contracts for the International Sale of Goods (CISG) on is excluded.
- 3. The place of jurisdiction is the lace of the registered office of WBG Pooling in Damme.