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THORWESTEN VENT GmbH · Daimlerring 39 · 59269 Beckum / Germany

General Terms and Conditions of Sale, Delivery and Services

Thorwesten Vent GmbH, Daimlerring 39, 59269 Beckum, Germany · As of: 22 October 2026 · applies to all quotations, orders and services, including the online shop

Convenience translation. In the event of any discrepancy, the German version prevails.

A. General Provisions

§ 1 Scope

1. These Terms apply to all present and future contracts for deliveries and services of Thorwesten Vent GmbH ("we") with entrepreneurs within the meaning of Section 14 German Civil Code (BGB), legal entities under public law and special funds under public law ("Customer").
2. Deviating, conflicting or supplementary terms of the Customer shall not become part of the contract, even if we do not expressly object to them or deliver without reservation in knowledge of them. They apply only if we expressly agree to them in text form.
3. Individual agreements take precedence. Our written confirmation is decisive for their content.
4. These Terms also apply to orders placed via our online shop. The Special Terms for the Online Shop apply in addition and prevail in the event of conflict.

§ 2 Quotation and Conclusion of Contract

1. Our quotations are non-binding unless expressly designated as binding. Quoted prices apply to orders placed within 30 days of the quotation date. For later orders, our prices valid on the date of the order confirmation apply.
2. The Customer's order is a binding offer. We may accept it within 14 days by order confirmation in text form or by delivery.
3. Information in brochures, data sheets and drawings is binding only if expressly declared to be the agreed quality. A guarantee exists only if we expressly assume it as such in text form. We reserve the right to make changes in design and execution that reflect the state of the art, do not impair the agreed quality or intended use and are reasonable for the Customer.
4. Our employees are not authorised to make verbal side agreements going beyond the written contract.
5. The Customer may not unilaterally cancel an order placed. If we agree to a cancellation, the Customer owes a flat fee of 15% of the net order value, or, for custom-made products, the full price less saved expenses. The Customer may prove lower damage, and we may prove higher damage. We take back defect-free standard goods only after prior agreement in text form and then charge a handling fee of 20% of the value of the goods; custom-made products are excluded from return.

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§ 3 Prices and Payment

1. Prices are in euros FCA Beckum (Incoterms® 2020), plus packaging, freight, insurance, customs duties and statutory VAT. If our costs increase after conclusion of the contract, in particular for materials, components, energy, wages, freight, exchange rates, customs duties or other levies, we may impose surcharges on existing orders. We determine the amount and timing at our reasonable discretion (Section 315 BGB); a surcharge may not exceed the cost increase we have actually incurred. If these costs decrease, we take this into account accordingly. If the surcharges exceed 10% of the net price in total, the Customer may withdraw with respect to the affected part, unless delivery was postponed at its request or for reasons within its sphere of responsibility. Surcharges are due immediately and without deduction upon receipt of our invoice; we may make delivery conditional upon their payment.
2. Unless otherwise agreed, the price is payable in full in advance; we deliver and perform only after receipt of payment. If payment on invoice has been agreed by way of exception, invoices are payable within 30 days of the invoice date without deduction; receipt of payment is decisive. After expiry of this period, the Customer is in default without a reminder. We may transmit invoices electronically; the Customer agrees to this.
3. In the event of default, the Customer owes interest of 9 percentage points above the base rate and the lump sum of EUR 40 pursuant to Section 288(5) BGB. We reserve the right to claim further damages.
4. If payment on invoice has been agreed and justified doubts arise about the Customer's solvency, we may demand advance payment or security for outstanding deliveries and services. Instead of advance payment, we may accept an irrevocable documentary letter of credit confirmed by a German bank (UCP 600).
5. The Customer may only set off or exercise a right of retention with undisputed or legally established claims. This does not apply to counterclaims for defects or partial non-performance arising from the same contractual relationship. The Customer may assign claims against us only with our consent in text form; Section 354a HGB remains unaffected.

§ 4 Delivery and Performance Time

1. Delivery dates are binding only if we expressly confirm them as binding. They require that the Customer fulfils all obligations to cooperate in due time, in particular technical data, approvals and down payments. Where advance payment has been agreed, delivery periods begin only upon receipt of payment.
2. The delivery period is met if the goods have left our works or readiness for dispatch has been notified by the end of the period.
3. If we are in default, the Customer must set us a reasonable grace period in text form. The Customer may only withdraw after this period has expired without result. The cases in which the law does not require a grace period (Section 323(2) BGB, Section 376 HGB) remain unaffected.
4. Force majeure, industrial action, pandemics, official measures, embargoes, cyberattacks, shortages of energy or raw materials and other unforeseeable events for which we are not responsible extend the periods by the duration of the hindrance plus a reasonable restart period. The same applies if our supplier fails to deliver to us despite a congruent covering transaction. If the hindrance lasts longer than three months, either party may withdraw; services already rendered will be invoiced.

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§ 5 Liability

1. We are liable without limitation for intent and gross negligence, for injury to life, body or health, for fraudulent concealment of a defect, under an assumed guarantee and under the German Product Liability Act.
2. In the case of simple negligence, we are liable only for breach of essential contractual obligations. These are obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose compliance the Customer may regularly rely. Our liability is then limited to the damage typical for the contract and foreseeable at the time of its conclusion, up to a maximum of EUR 5,000,000 for property damage and EUR 500,000 for financial loss per case of damage.
3. In the case of simple negligence, our liability for damage caused by delay is limited to 5% of the net price of the delayed delivery or service.
4. Any further liability is excluded. The limitations also apply to the personal liability of our corporate bodies, employees and vicarious agents. Claims for damages become time-barred one year after the statutory commencement of the limitation period, except in the cases of No. 1. For gratuitous information and recommendations outside an order, we are liable only under No. 1.
5. If the contract is governed by Swiss law pursuant to § 9 No. 1, the following applies in derogation of Nos. 2 and 3: Our liability for slight and medium negligence is excluded, as is liability for our auxiliary persons to the extent permitted by law (Art. 101(2) Swiss Code of Obligations, CO). We are not liable for indirect and consequential damage, in particular loss of profit, loss of production and loss of use, or contractual penalties owed by the Customer to third parties, nor for damage caused by delayed delivery or performance. Insofar as we are nevertheless liable, our total liability is limited to the net price of the delivery or service that caused the damage. Our liability for intent and gross negligence (Art. 100(1) CO), for personal injury and under mandatory product liability law remains unaffected.

§ 6 Documents, Intellectual Property, Confidentiality

1. We retain all property rights, copyrights and industrial property rights to quotations, drawings, calculations, designs and software. The Customer may use them only for the purpose of the contract and make them available to third parties only with our consent in text form.
2. The Customer shall keep business secrets confidential, in particular design and manufacturing data of our products. Statutory or official disclosure obligations remain unaffected; the Customer shall inform us in advance.
3. Where we deliver according to the Customer's drawings or specifications, the Customer shall indemnify us against third-party claims arising from industrial property rights.
4. We process personal data of the Customer and its contact persons to perform the contract and the business relationship (Art. 6(1)(b) and (f) GDPR). Details are set out in our privacy policy at www.thorwesten.com.

§ 7 Customer Information

Where we prepare designs or drawings on the basis of data provided by the Customer (e.g. volume, KSt value, pmax, vessel strength), these data are decisive. We point out obvious errors but do not otherwise check the data. The Customer shall check our documents and notify us without delay if the underlying assumptions are incorrect.

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§ 8 Foreign Trade and Sanctions

1. Performance of the contract is subject to the proviso that no obstacles arise from German, European, US or other applicable foreign trade law. If a licence is required, the contract is subject to the condition precedent that it is granted. We are not responsible for delays caused by licensing procedures.
2. The Customer shall not sell, export or re-export the goods, directly or indirectly, to Russia or Belarus or for use there (Art. 12g Regulation (EU) No 833/2014, Art. 8g Regulation (EC) No 765/2006). The Customer shall ensure that downstream buyers also comply with this and inform us without delay of any indications of circumvention.
3. In the event of a culpable breach of No. 2, the Customer owes a contractual penalty of 10% of the net order value, and at least EUR 2,500 in the case of an intentional breach. It is credited against further damages. We may also withdraw from the contract and refuse deliveries.
4. The Customer shall indemnify us against fines, third-party claims and costs arising from its breaches of foreign trade law, unless it is not responsible for the breach. It shall answer enquiries on end use and final destination within 14 days. It warrants that it will not use the goods for military purposes or in connection with nuclear, biological or chemical weapons, or pass them on for such purposes. We may refuse deliveries and withdraw from the contract if the Customer, its beneficial owners or end recipients are listed on a sanctions list of the EU, the United Nations, the United Kingdom or the USA, or if the delivery would violate applicable foreign trade law, insofar as this does not violate EU law, in particular Regulation (EC) No 2271/96. In these cases, the Customer has no claims for damages.

§ 9 Governing Law, Place of Performance, Jurisdiction, Arbitration

1. The laws of the Federal Republic of Germany apply to Customers with registered office in Germany. Swiss law, in particular the Swiss Code of Obligations (CO), applies to Customers with registered office outside Germany. In each case, the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules are excluded. Where Swiss law applies, references to provisions of German law shall be understood as a contractual agreement on the content governed therein, insofar as mandatory Swiss law does not conflict.
2. The place of performance for all obligations under the contract is our registered office in Beckum, unless the agreed delivery term provides otherwise.
3. If the Customer is a merchant, a legal entity under public law or a special fund under public law, or has its registered office in another EU Member State, in Switzerland, Norway or Iceland, the exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the court having subject-matter jurisdiction for our registered office in Beckum (Local Court of Beckum or Regional Court of Münster). We are also entitled to sue the Customer before the courts of its general place of jurisdiction in one of these states.
4. If the Customer has its registered office in any other state, all disputes arising from or in connection with the contract shall be finally settled under the Arbitration Rules of the German Arbitration Institute (DIS) to the exclusion of recourse to the ordinary courts. The arbitral tribunal consists of a sole arbitrator. The seat of arbitration is Münster, Germany; the language of the proceedings is German or, at the Customer's request, English. For amounts in dispute up to EUR 250,000, the DIS Supplementary Rules for Expedited Proceedings apply.
5. Mandatory statutory rules, in particular on exclusive places of jurisdiction, remain unaffected.

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§ 10 Language, Severability

1. These Terms are available in German and English. In the event of any discrepancy, the German version prevails.
2. Should any provision be invalid, the remainder of the contract remains valid. The statutory provision replaces the invalid provision.

B. Special Provisions for Sales Contracts

§ 11 Delivery and Passing of Risk

1. Unless otherwise agreed, we deliver FCA Beckum (Incoterms® 2020). Risk passes to the Customer at the latest upon handover to the carrier, even if we bear the transport costs. If the Customer collects the goods, risk passes upon handover.
2. Partial deliveries are permitted insofar as they are reasonable for the Customer.
3. If dispatch is delayed for reasons for which the Customer is responsible, risk passes upon notification of readiness for dispatch. We may store goods not called off within 10 days at the Customer's cost and risk; we charge a flat rate of 0.5% of the net value of the goods per week or part thereof, up to a maximum of 5%. The Customer may prove lower damage.
4. We take out transport insurance only at the Customer's express request and cost.

§ 12 Product Selection and Use

1. Our products serve explosion protection. The Customer is responsible for selection, design in accordance with the relevant standards (e.g. EN 14491, EN 16009) and the risk assessment of its plant, unless we have expressly undertaken the design as a service. Our products may only be used as intended, i.e. within the operating limits stated in the data sheet and operating instructions (e.g. burst pressure, temperature, media, zones). The Customer shall check suitability before ordering. If there are indications of use other than as intended, we may withhold delivery until the matter is clarified or withdraw from the contract.
2. Installation, commissioning, inspection and maintenance may only be carried out by qualified personnel in accordance with our operating instructions. We accept liability for suitability within the overall system of the Customer or its end customer only if we have expressly confirmed it in text form. The Customer shall pass on the operating instructions and safety information in full to its buyers.
3. We supply the documents required under EU law. The Customer is responsible for approvals outside the EU. Our products are designed and documented for use in the EU, the EEA, Switzerland and the United Kingdom. Delivery, resale or use in the USA or Canada requires our prior consent in text form. If the Customer delivers there or uses the goods there without this consent, it shall indemnify us against third-party claims insofar as they exceed our liability under these Terms, unless the Customer is not responsible for this.
4. The EU-type examination certificate and the EU declaration of conformity apply only to the condition as delivered and to the operating conditions described therein. If the Customer modifies the product or uses non-original spare parts, they do not extend to the modified product; the Customer is responsible for its conformity. Under the conditions of Art. 10 of Directive 2014/34/EU, for example if it places the product on the market under its own name, the Customer is itself deemed the manufacturer. We are not liable for defects and damage resulting from such modification or use; § 5 No. 1 remains unaffected.

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5. If the Customer passes on the goods, it shall fulfil the obligations of a distributor pursuant to Art. 9 of Directive 2014/34/EU: it shall store and transport them so that their conformity is maintained, pass on the EU declaration of conformity, operating instructions and safety information in full, and inform us without delay of any indication of non-conformity or risk. It shall record to whom it has supplied which products (type, serial number), keep these records for ten years (Art. 11 of the Directive) and support us in corrective, withdrawal and recall measures.

§ 13 Claims for Defects

1. The Customer shall inspect the goods without delay upon receipt and notify any defects to us in text form without delay; hidden defects shall be notified without delay after their discovery (Section 377 German Commercial Code, HGB). Otherwise the goods are deemed approved, unless we fraudulently concealed the defect.
2. In the event of defects, we shall, at our option, provide subsequent performance by remedying the defect or delivering a defect-free item. The place of subsequent performance is our registered office in Beckum. We may refuse subsequent performance if it is only possible at disproportionate cost (Section 439(4) BGB).
3. If subsequent performance fails, the Customer may withdraw or reduce the price. Withdrawal is excluded for insignificant defects. Damages are governed by § 5.
4. There are no claims for defects insofar as the defect results from natural wear and tear, in particular of rupture discs and seals after response, from incorrect design by the Customer, improper installation, operation outside the specified conditions or lack of maintenance.
5. Claims for defects become time-barred twelve months after delivery. This does not apply in cases of intent, gross negligence, fraud, injury to life, body or health, claims under the Product Liability Act, under a guarantee or items used for a building in accordance with their usual use (Section 438(1) No. 2 BGB). In these cases, the statutory periods apply. The twelve-month period also applies to recourse claims under Section 445a BGB, unless the last contract in the supply chain is a consumer sale; Section 445b(2) BGB remains unaffected.

§ 14 Retention of Title

1. The goods remain our property until all claims arising from the business relationship with the Customer have been settled. In the event of conduct by the Customer in breach of contract, in particular default in payment, we may withdraw from the contract in accordance with the statutory provisions and demand return of the goods; the Customer shall bear the costs of return.
2. The Customer may resell the goods in the ordinary course of business. It hereby assigns to us all claims arising from the resale in the amount of our invoice (including VAT); we accept the assignment. The Customer remains authorised to collect these claims as long as it meets its payment obligations.
3. Processing or combination is carried out on our behalf. We acquire co-ownership of the new item in proportion to the value of our goods to the other processed items. The Customer stores these items for us free of charge.
4. In the event of seizure or other third-party access, the Customer shall notify us without delay and bear the costs of intervention insofar as the third party does not reimburse them.
5. If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice upon request.

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6. If the retention of title is not effective in the Customer's country, the security permitted there that comes closest to it is deemed agreed. The Customer shall cooperate in registrations and formalities at its own expense.

C. Special Provisions for Services and Works

(Design, consulting, installation, commissioning, inspection and maintenance)

§ 15 Scope of Services

1. Content and scope result from the order confirmation. We owe additional services only on the basis of a separate agreement and charge them at our current hourly rates.
2. For consulting services, we do not owe a specific result unless expressly agreed.

§ 16 Customer's Cooperation

1. The Customer shall provide us with all necessary information and documents in good time, completely and correctly.
2. It shall grant us safe and unobstructed access to the plant, shut it down and keep it free of explosive atmosphere for the work, issue the necessary work permits and instruct our personnel in the applicable safety regulations.
3. The Customer shall pay for waiting times for which it is responsible at our hourly rates.

§ 17 Acceptance and Defects in Works

1. The Customer shall accept works upon completion. They are deemed accepted if the Customer does not refuse acceptance within twelve working days of notification of completion, stating at least one defect, or if it puts the plant into operation.
2. § 13 Nos. 3 to 5 apply accordingly to defects; the limitation period begins with acceptance.

§ 18 Termination

If the Customer terminates without good cause, we may claim the agreed remuneration less saved expenses. It is presumed that we are entitled to 5% of the remuneration attributable to the part not yet performed (Section 648 BGB).

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Special Terms for the Online Shop

Thorwesten Vent GmbH · shop.thorwesten.com · As of: 22 October 2026

§ 1 Scope, Business Customers Only

1. These Terms apply to all contracts concluded via the online shop shop.thorwesten.com between Thorwesten Vent GmbH, Daimlerring 39, 59269 Beckum, Germany ("we") and the Customer. Our General Terms and Conditions of Sale, Delivery and Services apply in addition; in the event of conflict, these shop terms prevail.
2. The shop is aimed exclusively at entrepreneurs within the meaning of Section 14 BGB, legal entities under public law and comparable business customers abroad. We do not conclude contracts with consumers. When ordering, the Customer confirms that it is acting in the course of its commercial or independent professional activity and states its company name and, where available, its VAT ID. We may reject orders if this information is missing or doubtful.
3. Deviating terms of the Customer apply only if we expressly agree to them in text form. This also applies if we deliver without reservation in knowledge of such terms.
4. Via the shop we sell goods only. Planning, design, installation and consulting are not part of the contract; they are subject to a separate agreement and our General Terms and Conditions of Sale, Delivery and Services.

§ 2 Conclusion of Contract

1. The presentation of products in the shop is not a binding offer. By clicking "Order with obligation to pay", the Customer submits a binding offer by which it is bound for five working days.
2. The automatic acknowledgement of receipt is not an acceptance. The contract is concluded only upon our order confirmation in text form or dispatch of the goods.
3. We store the contract text. The Customer can retrieve, save and print these Terms before ordering; they are also sent with the order confirmation. The Customer can identify and correct input errors in the order overview before completing the order. The contract languages are German and English.

§ 3 Prices and Payment

1. All prices are net prices in euros plus VAT and the packaging and shipping costs shown during the ordering process. Customs duties, import levies and import VAT are borne by the Customer.
2. Payment is made by advance payment or PayPal; we ship after receipt of payment. Purchase on account is only possible if we have separately agreed it with the Customer.
3. If purchase on account has been agreed, invoices are payable within 30 days of the invoice date without deduction. Thereafter the Customer is in default without reminder. In the event of default, it owes interest of 9 percentage points above the base rate and the lump sum of EUR 40 pursuant to Section 288(5) BGB; further damages reserved.
4. The Customer may only set off or exercise a right of retention with undisputed or legally established claims. This does not apply to counterclaims for defects arising from the same contract.

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§ 4 Delivery and Passing of Risk

1. We deliver FCA Beckum (Incoterms® 2020). Risk passes to the Customer upon handover to the carrier, even if we organise shipping and charge shipping costs. We take out transport insurance only at the Customer's request and cost. We deliver only to the countries offered in the ordering process.
2. Delivery times in the shop are non-binding guide values unless we expressly confirm them as binding. Partial deliveries are permitted insofar as they are reasonable for the Customer.
3. In the event of force majeure (e.g. natural events, pandemic, strikes, official measures, embargoes), or if our supplier fails to deliver to us despite a congruent covering transaction, delivery periods are extended appropriately. If the hindrance lasts longer than three months, either party may withdraw; we refund payments already made without delay.
4. The Customer shall report transport damage immediately to the carrier and note it on the delivery note.

§ 5 Retention of Title

1. The goods remain our property until all claims arising from the business relationship with the Customer have been settled. In the event of conduct by the Customer in breach of contract, in particular default in payment, we may withdraw from the contract in accordance with the statutory provisions and demand return of the goods; the Customer shall bear the costs of return.
2. The Customer may resell them in the ordinary course of business. It hereby assigns to us its claims from the resale in the amount of our invoice; we accept the assignment. It remains authorised to collect as long as it meets its payment obligations.
3. Processing or combination is carried out on our behalf; we acquire co-ownership in proportion to the value of our goods. The Customer shall notify us without delay of seizures and other third-party access.
4. If the value of the securities exceeds our claims by more than 10%, we shall release securities upon request. If the retention of title is ineffective in the Customer's country, the security permitted there that comes closest to it is deemed agreed.

§ 6 Product Selection and Use

1. Our products serve explosion protection. The Customer selects the product, version and size on its own responsibility. Design for its plant (e.g. according to EN 14491) and the risk assessment are its responsibility. Information in the shop describes the quality; it is neither a guarantee nor an assurance of suitability for a particular plant. Our products may only be used as intended, i.e. within the operating limits stated in the data sheet and operating instructions. Before ordering, the Customer shall check suitability for its application on the basis of these documents and have selection and design carried out by qualified personnel. If an order indicates use other than as intended, we may reject the order or withdraw from the contract.
2. Installation, inspection and maintenance may only be carried out by qualified personnel in accordance with our operating instructions.

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3. We supply the documents required under EU law (e.g. EU declaration of conformity). For use outside the EU, the Customer is responsible for obtaining the necessary approvals. Our products are designed for use in the EU, the EEA, Switzerland and the United Kingdom. Delivery, resale or use in the USA or Canada requires our prior consent in text form. Without this consent, the Customer shall indemnify us against third-party claims insofar as they exceed our liability under these Terms, unless it is not responsible for this. The Customer shall pass on the operating instructions and safety information in full to its buyers.
4. The EU-type examination certificate and the EU declaration of conformity apply only to the condition as delivered and to the operating conditions described therein. If the Customer modifies the product or uses non-original spare parts, they do not extend to the modified product; the Customer is responsible for its conformity. Under the conditions of Art. 10 of Directive 2014/34/EU, for example if it places the product on the market under its own name, the Customer is itself deemed the manufacturer. We are not liable for defects and damage resulting from such modification or use; § 8 No. 1 remains unaffected.
5. If the Customer passes on the goods, it shall fulfil the obligations of a distributor pursuant to Art. 9 of Directive 2014/34/EU, in particular regarding storage, transport and passing on all documents in full. It shall record to whom it has supplied which products (type, serial number), keep these records for ten years and support us in corrective, withdrawal and recall measures.

§ 7 Defects

1. The Customer must inspect the goods without delay upon receipt and notify defects in text form without delay, hidden defects without delay after their discovery (Section 377 HGB). Otherwise the goods are deemed approved, unless we fraudulently concealed the defect.
2. In the event of defects, we shall at our option deliver a replacement or repair. If this fails, the Customer may withdraw or reduce the price; withdrawal is excluded for insignificant defects. Damages are governed by § 8.
3. There are no claims for defects insofar as the defect is due to natural wear and tear, incorrect design by the Customer, improper installation, operation outside the specified conditions or lack of maintenance.
4. Claims for defects become time-barred one year after delivery. This does not apply in cases of intent, gross negligence, fraud, injury to life, body or health, claims under the Product Liability Act, under a guarantee and buildings (Section 438(1) No. 2 BGB); in these cases the statutory periods apply. The one-year period also applies to recourse claims under Section 445a BGB, unless the last contract in the supply chain is a consumer sale; Section 445b(2) BGB remains unaffected.

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§ 8 Liability

1. We are liable without limitation for intent and gross negligence, for injury to life, body or health, for fraud, under guarantees and under the Product Liability Act.
2. In the case of slight negligence, we are liable only for breach of essential contractual obligations, i.e. obligations whose fulfilment makes proper performance of the contract possible in the first place and on whose compliance the Customer may regularly rely. Liability is then limited to the typical, foreseeable damage, up to a maximum of twice the net order value, but at least EUR 50,000. For damage caused by delay, our liability for slight negligence is limited to 5% of the net price of the delayed delivery.
3. Any further liability for slight negligence is excluded. The limitations also apply to our corporate bodies, employees and vicarious agents. Claims for damages become time-barred one year after the statutory commencement of the limitation period, except in the cases of No. 1. For gratuitous information and recommendations, we are liable only under No. 1.
4. If the contract is governed by Swiss law pursuant to § 10 No. 1, the following applies in derogation of No. 2: Our liability for slight and medium negligence is excluded, as is liability for our auxiliary persons to the extent permitted by law (Art. 101(2) CO). We are not liable for indirect and consequential damage, in particular loss of profit, loss of production and loss of use, or contractual penalties owed by the Customer to third parties, nor for damage caused by delayed delivery. Insofar as we are nevertheless liable, our total liability is limited to the net price of the delivery that caused the damage. Our liability for intent and gross negligence (Art. 100(1) CO), for personal injury and under mandatory product liability law remains unaffected.

§ 9 Export and Sanctions

1. Deliveries are subject to the proviso that no export law obstacles or sanctions prevent them. We do not deliver to Russia or Belarus. We may reject orders or withdraw if there are indications of a breach or if the Customer, its beneficial owners or end recipients are listed on a sanctions list of the EU, the United Nations, the United Kingdom or the USA, insofar as this does not violate Regulation (EC) No 2271/96. The Customer then has no claims for damages. The Customer warrants that it will not use the goods for military purposes or in connection with nuclear, biological or chemical weapons.
2. The Customer shall not sell, export or re-export the goods, directly or indirectly, to Russia or Belarus or for use there (Art. 12g Regulation (EU) No 833/2014, Art. 8g Regulation (EC) No 765/2006). It shall oblige its buyers accordingly and inform us without delay of indications of circumvention.
3. In the event of a culpable breach of No. 2, the Customer owes a contractual penalty of 10% of the net order value, and at least EUR 2,500 in the case of an intentional breach. It is credited against further damages. The Customer shall indemnify us against fines and third-party claims arising from the breach.

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§ 10 Final Provisions

1. The laws of the Federal Republic of Germany apply to Customers with registered office in Germany. Swiss law, in particular the Swiss Code of Obligations (CO), applies to Customers with registered office outside Germany. In each case, the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules are excluded. Where Swiss law applies, references to provisions of German law shall be understood as a contractual agreement on the content governed therein, insofar as mandatory Swiss law does not conflict.
2. If the Customer is a merchant or a legal entity under public law, or has its registered office in another EU Member State, in Switzerland, Norway or Iceland, the exclusive place of jurisdiction is the court having subject-matter jurisdiction for our registered office in Beckum (Local Court of Beckum or Regional Court of Münster). We may also sue the Customer before the courts of its general place of jurisdiction in one of these states.
3. For Customers with registered office in other states, disputes shall be finally settled by arbitration under the DIS Arbitration Rules to the exclusion of the ordinary courts (sole arbitrator, seat Münster, language English; expedited proceedings for amounts in dispute up to EUR 250,000).
4. These Terms are available in German and English; the German version prevails. Should any provision be invalid, the remaining provisions remain valid; the statutory provision applies.