

# General Terms and Conditions of Bundesdruckerei GmbH

## 1. General

1.1. **Scope of validity** – Bundesdruckerei GmbH (hereinafter referred to as "Bundesdruckerei") performs contracts in its capacity as seller or contractor exclusively on the basis of the following terms and conditions and other, separately stated, terms and conditions specified by Bundesdruckerei for specific business transactions. These general terms and conditions shall apply to all present and future orders by Bundesdruckerei for the delivery of goods (including the provision of software in non-physical form, e.g. as a download) and the performance of services.

1.2. **Conflicting terms and conditions** – Any conflicting, supplementary or deviating terms and conditions of the contract partner (hereinafter referred to as the "customer") shall not be accepted, even when made known, unless the binding nature of such provisions has been explicitly agreed to in writing. The foregoing shall also apply if Bundesdruckerei does not specifically reject such conflicting terms in each case or if reference is made to correspondence containing or referring to the terms and conditions of the customer or of a third party. Bundesdruckerei hereby particularly rejects any terms and conditions of the customer which would involve Bundesdruckerei in a boycott that exceeds the applicable statutory EU and UN penalty provisions or would cause Bundesdruckerei if it were to make any declarations in this regard.

1.3. **Transfer of rights under the agreement** – The customer shall not be entitled to transfer to third parties any rights or obligations under any agreement without Bundesdruckerei's approval.

## 2. Prices

2.1. **Binding nature of prices quoted** – Prices contained in quotations from Bundesdruckerei shall be contingent upon the order data on which the quotation is based remaining unchanged and shall be valid up to a maximum of four months from the date of the customer's receipt of the quotation. In the case of orders involving supplies or services for third parties, the ordering party shall be deemed to be the customer, unless provisions to the contrary are explicitly agreed. Bundesdruckerei's prices do not contain value added tax nor do they include transportation and transportation insurance costs unless anything to the contrary has been agreed to.

2.2. **Remuneration of subsequent modifications** – Subsequent modifications requested by the customer, including any associated machine shutdowns, shall be invoiced to the customer. Subsequent modifications shall also include

repeats of proofs demanded by the customer due to minor deviations from the original design.

2.3. **Remuneration of preparatory work** – Sketches, drafts, specimen typesetting, printed proofs, samples, proof sheets and similar preparatory work requested by the customer shall be invoiced.

## 3. Payment

3.1. **Due date** – Payment shall be made immediately upon receipt of the invoice without deductions. The invoice shall be issued on the date of acceptance, delivery, partial delivery or readiness for delivery or performance (in the case of collection obligation or default in taking delivery).

3.2. **Acceptance of bills** – Bills shall only be accepted in line of payment subject to special arrangement and without discounts. Discount and charges shall be borne by the customer and shall be immediately payable. Bundesdruckerei shall not be liable for the timely presentation, protestation, notification and return of the bill in the event of its dishonouring, unless Bundesdruckerei or the persons performing on its behalf have acted with intent or gross negligence.

3.3. **Pre-payment** – In the case of extraordinary advance performances, appropriate pre-payment may be required. The foregoing shall apply in particular to contracts for work and contracts for work and materials.

3.4. **Offsetting** – The customer may only offset an undisputed or res judicata claim. A customer who is a merchant as defined by the German Commercial Code (HGB) shall have no right of retention. However, the rights specified in Section 320 of the German Civil Code (BGB) shall be retained for as long as and insofar as Bundesdruckerei fails to meet its obligations as specified in No. 7.1 hereof.

3.5. **Subsequent deterioration of financial situation** – In the event that fulfilment of the payment claim is at risk due to a deterioration in the customer's financial situation which occurs or is disclosed after conclusion of the contract, Bundesdruckerei shall be entitled to demand pre-payment, retain goods or services which have not yet been delivered or performed and to discontinue any further work. Similarly, Bundesdruckerei shall also be entitled to the aforementioned rights if the customer is in default with the payment of deliveries or services based on the same legal relationship.

3.6. **Interest on arrears** – In the event that the customer is in default with any of his payments, interest on arrears shall be charged at a rate of five percentage points

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above the base lending rate for the year. In the event that the customer is not a consumer as defined by the German Civil Code (BGB), interest on arrears shall total eight percentage points above the base lending rate. The enforcement of further default damages shall not be excluded by this.

### 4. Delivery, Acceptance

4.1. **Delivery** – Unless otherwise agreed in writing between the parties hereto, the delivery of physical items will be FCA, Incoterms®2010 (Bundesdruckerei, Kommandantenstr. 18, 10969 Berlin).

4.2. If Bundesdruckerei undertakes to dispatch the goods for the customer at the customer's request, cost and risk, Bundesdruckerei will only be liable for intent and gross negligence. In the event that Bundesdruckerei is subsequently to transport goods to a destination outside the customs territory of the EU, the customer will authorise Bundesdruckerei to declare the goods to customs for export in the customer's name and for his account. However, import processing in the country of destination will in any case be the responsibility of the customer.

4.3. The customer is obliged to confirm in writing receipt of the goods. In the event that Bundesdruckerei delivers for the customer to a destination within the European Union, the customer will confirm this to Bundesdruckerei within one month in the form of a confirmation of receipt in accordance with the requirements of the German tax authorities. Otherwise, the customer will also owe VAT.

4.4. Unless otherwise agreed in writing between the parties hereto, Bundesdruckerei will provide services (e.g. software, updates, other electronic services, training, maintenance of equipment, services, rental of equipment, licenses) directly to the customer. If it has been agreed that these services are to be rendered to third parties in countries outside Germany on behalf of the customer, the customer will be the recipient of the services.

4.5. If it has been agreed that data, software or technology is to be made available electronically, the customer will be granted a download option. Unless otherwise agreed, the customer can only demand access to the data from his place of business.

4.6. **Acceptance** – Work performed according to the customer's specifications and which requires acceptance shall be deemed to be accepted if the customer accepts the work

without reservation or if the work is ready for acceptance and the customer settles Bundesdruckerei's request for payment in full and without reservation.

4.7. **Dates for deliveries and services** – Dates for deliveries and services shall only be valid if explicitly confirmed by Bundesdruckerei. If the contract is concluded in writing, written confirmation of the date shall also be required.

4.8. **Default in deliveries and services** – In the event that Bundesdruckerei is in default, it shall first be granted a reasonable additional period for performance or cure. The customer shall be entitled to withdraw from the contract if such period for performance or cure has expired without result. The statutory provisions regarding the dispensability of a deadline in the case of fixed-date transactions shall remain unaffected by the foregoing.

4.9. **Force majeure** – Interruption of operations – affecting either Bundesdruckerei or one of its suppliers – particularly strike, lock-out, transport breakdown, lack of means of transportation and any other incidences of force majeure shall not justify termination of the contractual relationship. The principles concerning cessation of the basis of the contract shall not be affected hereby.

4.10. **Right of retention** – Bundesdruckerei shall have a right of retention on print and die copies, manuscripts, raw materials and other items supplied by the customer, in accordance with Section 369 of the German Commercial Code (HGB), until such time as all claims due under the business relationship have been settled in full.

4.11. **Taking back packaging** – Within the context of its obligations under the Packaging Ordinance, Bundesdruckerei shall take back packaging. The customer shall be entitled to return packaging either at the time of delivery or to the premises of Bundesdruckerei during regular business hours following adequate prior notice, unless customer is notified of another acceptance/collection point. Transportation costs for used packaging shall be borne by the customer. In the event that the specified acceptance/collection point is further away than Bundesdruckerei's premises, the customer shall only bear the transportation costs for the distance to Bundesdruckerei's premises. The returned packaging shall be clean, free from foreign matter, and sorted according to types. If this is not the case, Bundesdruckerei shall be entitled to demand from the customer the additional disposal costs incurred.

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### 5. Special rules for software deliveries

- 5.1. **Scope of use** – The customer shall be granted a non-exclusive right for an unlimited term to use the software within the scope of the agreed licenses, excluding the right to rent out, otherwise sub-license, publicly reproduce or make accessible (wired or wireless), and also excluding the right to make the software available to third parties (free of charge or subject to payment), e.g. as part of "application service providing" or as "software as a service". No. 5.5 hereof shall remain unaffected by the foregoing. Permitted use shall include installation of the software, loading of software into RAM as well as the intended use by the customer.
- 5.2. **Modifications and amendments** – Any modifications of and amendments to the program code carried out at the customer's request and expense shall become the property of Bundesdruckerei or can be used by Bundesdruckerei and, subject to the customer's approval, can be made available to other customers. With a view to modifications and amendments, Bundesdruckerei shall grant to the customer the same rights of use as those granted under this agreement for the original version.
- 5.3. **Properties** – The software shall have the agreed properties and shall be suitable for the use contemplated in the agreement or, if no agreement has been made, for customary use. It shall meet the criterion for practical suitability and shall have the quality customary for corresponding software; however, it is not necessarily free from defects. Functional impairment of the software resulting from hardware defects, ambient conditions, incorrect operation, etc. shall not be deemed to be defects. Insignificant quality impairment shall not be considered to be a defect. The customer shall be particularly obliged to make data back-ups and to prevent malware according to the latest state of the art.
- 5.4. **Source program** – Unless anything to the contrary has been agreed to, the customer shall not be entitled to request that the source program be made available to him.
- 5.5. **Back-up copies** – The customer shall be entitled to make the back-up copies of the software necessary to ensure safe operation. Such back-up copies shall be safely stored and, in as far as technically possible, bear the copyright notice of the original data medium. Copyright notices shall be neither deleted, modified nor suppressed. Copies which are no longer needed shall be deleted or destroyed. The user manual and other documents provided by Bundesdruckerei shall only be

copied for the customer's own internal purposes.

- 5.6. **Dissemination** – Dissemination shall be subject to Bundesdruckerei's written approval. The customer shall generally only be entitled to disseminate the software to third parties, in full or in part, if the original data medium is passed on, if the customer has deleted all other copies of the software, irrespective of version, especially on data carriers and on hard disks and RAM, and if, prior to passing on the original data carrier to the third party, the customer ceases to use the software without a buy-back option and has confirmed this immediately in writing to Bundesdruckerei. Such third party shall declare in writing to Bundesdruckerei that it will abide by the applicable terms and conditions of the contract for the software. Bundesdruckerei shall then only be entitled to withhold such approval for cause, e.g. for reasons of protection against competition.
- 5.7. **Data back-up** – The customer shall be obliged to make back-ups of his data stocks with the diligence of a prudent businessman. The customer shall, in particular, make a back-up of all system and application data prior to each installation and/or other intervention by Bundesdruckerei. Data back-ups shall be stored in such a manner that the data saved can be restored at any time.
- 5.8. **Bundesdruckerei's right to make changes** – In the event of any existing or potential claims based on a violation of copyrights, patent rights or other intellectual property rights, Bundesdruckerei shall be at liberty to change or replace at its own expense the devices or programs in order to prevent a violation. The performance of the software supplied by Bundesdruckerei may not be reduced thereby.
- 5.9. **Confidentiality, copyright notice** – Documents, proposals, test programs, etc. which the customer can access as a result of contract performance shall constitute intellectual property of Bundesdruckerei and shall be treated as confidential business and company secrets. Copyright notices, serial numbers and other features used to identify programs shall be neither removed from the software nor modified.

### 6. Training

- 6.1. **Purpose of training** – In as far as Bundesdruckerei offers training in the operation of the goods and in the event that the customer commissions such training, training shall enable the customer or his adequately trained staff to operate the goods on user or administration level. The content and scope of such training shall be agreed to

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from case to case on the basis of Bundesdruckerei's offer.

**6.2. Place of performance** – Unless anything to the contrary has been agreed to, the place of performance for training shall be Bundesdruckerei's place of business. In the event that training is requested and provided at another location, the customer shall refund any additional travel expenses subject to prior agreement and shall make available suitable space and technical equipment.

**6.3. Rescheduling dates** – Bundesdruckerei shall be entitled to cancel a date for training for cause, e.g. illness on the part of the trainer. Bundesdruckerei shall notify the customer of the cancellation in due time and shall offer a new date for training.

**6.4. Training material** – The customer shall be granted a simple right of use for the material provided for the purpose of training including the right to make such documents permanently available to trained staff, however, excluding the right to copy such material for the purpose of training other staff.

### **7. Reservation of ownership**

**7.1. Transfer of ownership following payment** – The goods supplied shall remain the property of Bundesdruckerei until such time as they have been paid in full.

**7.2. Re-sale** – The following regulations shall only apply in commercial transactions. The goods supplied and work performed shall remain the property of Bundesdruckerei until such time as all claims existing against the customer as per the invoice date have been paid in full. The customer shall only be entitled to re-sell the goods within the ordinary course of business. The customer shall hereby assign his claims from the re-sale to Bundesdruckerei. Bundesdruckerei hereby accepts such assignment. In the event of default at the latest, the customer shall be obliged to state the debtor of the claim assigned. In the event that the value of securities existing on behalf of Bundesdruckerei exceeds the customer's claim by more than 20% in total, Bundesdruckerei shall be obliged – at the request of the customer or a third party impaired by Bundesdruckerei's excess security – to release securities to such extent, the selection of which shall be at the discretion of Bundesdruckerei.

**7.3. Processing or finishing** – In the event that Bundesdruckerei processes or finishes goods which it owns, Bundesdruckerei shall be considered to be the manufacturer as specified in Section 950 of the German Civil

Code (BGB) and shall retain ownership of the products during all stages of processing. In the event that third parties are involved in processing or finishing, Bundesdruckerei's ownership shall be restricted to a co-ownership share equivalent to the invoice value of the goods retained. The property acquired in this way shall constitute retained property.

### **8. Warranty**

#### **8.1. Warranty for supplies or services**

a) **Agreed properties, warranties** – In the event that the customer is an entrepreneur, only the product description by the manufacturer shall generally be agreed to as the description of the nature of the goods. Public statements, praise or advertising by the manufacturer shall not be deemed to be the contractually agreed to properties of the goods. The customer shall not receive any warranties in a legal sense from Bundesdruckerei. The foregoing shall not apply to manufacturer warranties.

b) **Approval to print or produce** – The risk for any errors shall pass to the customer upon the latter's approval, unless an error occurred during or could not be detected until during the production process following such approval. The same shall apply to any other release declarations on the part of the customer.

c) **Bundesdruckerei's right of choice with regard to entrepreneurs** – In the event that the customer is an entrepreneur, Bundesdruckerei shall perform its warranty obligations by repairing any defects or by effecting replacement delivery.

d) **Consumer's right of choice** – In the event that the customer is a consumer, he shall initially be at liberty to choose between cure or replacement delivery. Bundesdruckerei, however, shall be entitled to refuse the form chosen by the consumer if such form would result in unreasonable costs and if the other form of performance would result in no significant disadvantages for the consumer.

e) **Entrepreneur's obligation to report apparent defects** – Entrepreneurs shall report in writing any apparent defects in a delivery within a period of one week after receiving the goods; otherwise any warranty claims shall be forfeited. The time of sending shall suffice as adherence to the deadline. The entrepreneur shall bear the full burden of proof for any reasons of a claim, in particular, for the defect itself, for the time the defect was detected and for the reporting of the defect on time.

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- f) **Consumer's obligation to report apparent defects** – Consumers shall report in writing any apparent defects within a period of two months following the time at which the delivery was found to be defective. The time the report is received by Bundesdruckerei shall be decisive in determining whether the defect was reported on time. In the event that the consumer fails to report such defect, any warranty rights shall expire two months after the defect was found. The foregoing shall not apply in the case of malice. The consumer shall be responsible for furnishing proof of the time the defect was found. In the event that the consumer was induced to purchase the goods on the basis of incorrect statements by the manufacturer, the consumer shall be responsible for furnishing proof of its decision to purchase.
- g) **Assertion of hidden defects** – Claims regarding hidden defects which cannot be detected during immediate inspection shall be raised within the statutory warranty period.
- h) **Failure of remedial action** – In the event that remedial action fails, the customer shall be generally entitled to demand at his own discretion that the price be reduced (price reduction) or that the contract be terminated (rescission). In the event of a minor breach of contract, in particular, in the case of only minor defects, the customer shall not be entitled to terminate the contract.
- i) **Damages in addition to warranty claims** – In the event that the customer as a result of a defect in title or material terminates the contract following failed remedial action, the customer shall not be entitled to any additional claims for damages as a result of the defect. In the event that the customer claims for damages following failure of remedial action, the goods shall remain with the customer if this can be reasonably expected from him. Damages shall be limited to the difference between the purchase price and the value of the defective goods. The foregoing shall not apply in the event of a malicious breach of contract on the part of Bundesdruckerei.
- 8.2. **Special provisions for colour reproductions** – In the case of colour reproductions, slight deviations from the original in all manufacturing processes shall not justify a complaint. The same shall apply to comparisons between proofs and the production run.
- 8.3. **Special provisions for deviations in material** – In the event of deviations in the quality of the material used, Bundesdruckerei shall only be liable in relation to entrepreneurs up to the amount of its own claims against the supplier responsible. Bundesdruckerei shall be liable if claims against the supplier do not exist or cannot be enforced for reasons for which Bundesdruckerei is responsible.
- 8.4. **Provisions for assembly instructions** – In the event that the customer receives incorrect assembly instructions, Bundesdruckerei's obligations shall be limited to supplying correct assembly instructions and only in such a case where incorrect assembly instructions hinder correct assembly.
- 8.5. **Special provisions for supplies** – Bundesdruckerei shall not be obliged to inspect supplies (including data carriers) from the customer or a third party commissioned by the customer.
- 8.6. **Special provisions for additional or short deliveries** – Deliveries of up to 10% more or less than the quantity ordered shall not justify a customer complaint. The actual quantity delivered shall be invoiced. In the case of deliveries with customised paper of less than 1000kg, such percentage shall be increased to 20%, and to 15% if less than 2000kg.
- 8.7. **Warranty period** – The warranty period in relation to entrepreneurs shall total one year following delivery of the goods or acceptance of the work, respectively. The foregoing shall not apply if the customer is an entrepreneur and fails to report an apparent defect in time (No. 8.1 (e)) hereof. The warranty period for consumers shall total two years following delivery of the goods.
9. **Liability**
- 9.1. **Limitations of liability** – In the event of slight negligence, Bundesdruckerei shall only be liable for any average direct damage typical and foreseeable for the type of goods or services concerned. The foregoing shall also apply to any slightly negligent violation of obligations on the part of Bundesdruckerei's legal representatives or agents. Bundesdruckerei shall not be liable to entrepreneurs for any slightly negligent violation of insignificant contractual obligations. The aforesaid limitation of liability shall not apply to product liability claims by the customer. Such limitation of liability shall not apply to any injury or damage to health caused by Bundesdruckerei nor to loss of life of the customer or his employees.
- 9.2. **Damage to products** – If the order involves contract finishing work or further processing of printed matter, Bundesdruckerei shall not be liable for any resulting impairment of the product to be finished or processed.
- 9.3. **Statute of limitations** – Claims for damages by the customer as a result of a defect shall become time-barred one year following

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delivery of the goods or acceptance of the work, respectively. The foregoing shall not apply if Bundesdruckerei can be accused of gross negligence, or in the event that Bundesdruckerei is responsible for injury or damage to health, or for loss of life of the customer or his employees.

**9.4. Equal treatment** – In the event that employees of Bundesdruckerei are discriminated or harassed by the customer or his employees within the meaning of the German General Equal Treatment Act, the customer shall indemnify and hold harmless Bundesdruckerei against any claims for damages which Bundesdruckerei's employees may raise against Bundesdruckerei.

### 10. Copyright

The customer shall assume sole liability if execution of his order violates the rights of third parties, particularly copyrights. The customer shall hold Bundesdruckerei harmless against any claims by third parties resulting from any such copyright violation.

### 11. Confidentiality

**11.1. Confidential treatment** – Bundesdruckerei and the customer mutually undertake to treat any business and company secrets of the other party as confidential for an unlimited time and not to disclose such business and company secrets to any third party or to exploit such business and company secrets in any manner whatsoever. The other party to the contract shall not use any documents, drawings and other information which it may obtain due to the business relationship for any purpose other than the purpose of the respective contract.

**11.2. Marking documents** – The customer shall be obliged to mark any confidential information as “confidential”.

### 12. Export control

**12.1. Right to refuse performance, termination, rescission** – In the event that an export or import license issued by a government and/or official authority is a prerequisite for delivery or work to be performed by Bundesdruckerei or in the event that delivery or work is restricted in any other way or prohibited by national or international laws, Bundesdruckerei shall be entitled to suspend performance of its delivery, work or payment obligation until approval has been granted or the restriction or ban lifted. In the event that delivery is contingent upon the granting of an export or import license, and if such license is not issued, Bundesdruckerei shall in such case also be entitled to cancel or withdraw from

the contract. The same also applies if Bundesdruckerei is prevented by national or international statutory regulations from providing services to the customer or to third parties on behalf of the customer. Bundesdruckerei is not obliged to provide such services.

Bundesdruckerei shall not be liable if delivery is delayed for any one or more of the reasons contemplated in para.1 or if delivery cannot be effected at all due to export regulations unless Bundesdruckerei acted intentionally or with gross negligence. The same shall apply in cases of justified withdrawal or termination pursuant to para. 1.

**12.2. Undertaking** – The customer accepts that the goods delivered or the services to be rendered by Bundesdruckerei may be subject to German, European or US export regulations. By concluding this agreement, but, at the latest, by accepting the products supplied or service rendered, the customer undertakes that he will not do any business using these goods in violation of applicable statutory export provisions and, in particular, that he will deliver, transport and export the goods supplied only in compliance with the applicable legal export control provisions. The customer warrants that he will not use the goods supplied by Bundesdruckerei or the services rendered by it for activities that are directly or indirectly related to the development, manufacture, handling, operation, maintenance, storage, location, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or to the development, manufacture, maintenance or storage of missiles suitable for the delivery of such weapons and that he will not forward or export the goods or services to any persons, either directly or indirectly, who are involved in such activities. The customer also warrants that he will not take part in activities connected with a military end use in a country as defined in Article 4(2) of Council Regulation (EC) No 428/2009 with the goods supplied or services rendered by Bundesdruckerei. The customer further undertakes to pledge his contractual partners to comply with the foregoing.

**12.3. Exclusion of participants** – The customer undertakes to ensure that no natural or legal persons, entities and bodies, organisations or institutions are involved in the handling of the contract or will be supported by the contract who/which are listed in the sanction lists of the EU and of the United Nations (in particular, Council Regulation (EC) No. 881/2002, Council Regulation (EC) No. 2580/2001, Council Regulation (EU) No. 753/2011). The foregoing shall also apply to natural or legal persons, entities and bodies,

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organisations or institutions named in the sanction lists of other governments (in particular, the US Denied Persons List, US Entity List, US Specially Designated Nationals List, US Debarred List) in as far as these do not unilaterally go beyond the UN or EU sanctions. The customer further warrants that neither he nor any of his shareholders/partners is listed on such a sanction list, that he is not controlled by a person or body listed there and that he is not a shareholder of such body. In the event that the customer himself or one of his shareholders/partners or a person or body of which the customer is a shareholder/partner is added to a sanction list during the term of the contract, the customer is obliged to immediately notify Bundesdruckerei thereof. Bundesdruckerei shall in such case also be entitled at any time to cancel or withdraw from the contract without the customer being entitled to any claims as a result thereof.

**12.4. Violation of export control laws** – Bundesdruckerei and the customer agree that effective export control by the customer is an important prerequisite for performance of the contract. Therefore, Bundesdruckerei and the customer shall always regard any violation of export control laws in conjunction with the goods supplied by Bundesdruckerei or with work performed by Bundesdruckerei to be a material violation of the interests of Bundesdruckerei. The foregoing shall also apply if such violation is caused by third parties. In such case, Bundesdruckerei shall be entitled to terminate the contract for cause. The customer shall be obliged to indemnify and hold harmless Bundesdruckerei with regard to any resultant claims by third parties for damages. The customer shall be obliged to compensate Bundesdruckerei for other costs and damage, whether tangible or intangible, including, in particular, penalties and fines, which are incurred due to failure to observe the obligations listed in sections 12.1 to 12.3 here to before.

### 13. Miscellaneous provisions

**13.1. Compliance** – Acting in accordance with the laws and regulations (compliance) is the highest imperative of the Bundesdruckerei group, which expects the same from its business partners. Therefore Bundesdruckerei will not tolerate any violation of laws or rules whatsoever. The customer hereby declares to adhere to this standard, too.

**13.2. Producer's information** – With the consent of the customer, Bundesdruckerei may show its name in an appropriate manner on contract products. The customer may only refuse his consent if he has an overriding interest in this respect.

**13.3. Access to company premises** – For security reasons, access to Bundesdruckerei's premises is only permitted on presentation of a valid ID card or passport.

**13.4. Place of performance and jurisdiction** – Provided the customer is a merchant as defined in the German Commercial Code (HGB), is a legal entity under public law or does not have a general place of performance and jurisdiction within Germany for all disputes resulting from the contractual relationship – including summary actions regarding cheques or bills of exchange and trials by record – shall be the domicile of Bundesdruckerei.

**13.5. Applicable law** – German law shall apply to the contractual relationship. The UN Convention on Contracts for the International Sale of Goods shall be excluded.

**13.6. Invalid provisions** – In the event that one or more of these provisions are invalid, the validity of the remaining provisions shall not be affected by this.