



General Terms and Conditions (hereafter referred to as the “Terms”) of Rösler UK Limited (hereafter referred to as “Rösler”)

1. Conclusion of the contract

- 1.1. The customer cannot cancel or withdraw its order (“order” means the email or any written document sent by the customer to Rösler containing the details of the order) for four weeks after submitting it to Rösler. If an order confirmation (“order confirmation” means confirmation sent from Rösler confirming the details set out in the order) is not sent within four weeks from the date the order is received by Rösler the order will be treated as not accepted by Rösler (at which point it will be treated as cancelled). The sales contract is formed (a “**Sales Contract**”) and is legally binding when: (1) Rösler has accepted the order by way of either an order confirmation within four weeks after receipt in writing; or it has made the delivery within that period, or (2) Rösler and the customer have signed a sales document specifying the details of what is being supplied by Rösler to the customer and its related price, payment terms, delivery details etc (the “Customer Agreement”).
- 1.2. Rösler offers to the customer (or invitations for offers from the customer) are "subject to change and may be withdrawn by Rösler at any time until such time as the contract is concluded.
- 1.3. If the details contained within the order and order confirmation differ from one another, then the scope of the order confirmation by Rösler is binding if the customer does not object in writing within ten days after receipt of the order confirmation (or, if earlier, within six working hours of receiving delivery whilst a “working hour” is any hour between 8am (GMT) and 5pm (GMT) on any day other than a public holiday in England).
- 1.4. Features, functions or expected use outcomes of the ordered goods (or the contract performance of the related sales contract) shall only be warranted or otherwise assured by Rösler if they are expressly designated as warranted or otherwise assured within the order confirmation. Rösler reserves copy and proprietary rights to all contractual documents, such as quotations, cost estimates, drawings and other tender documents. Title to the above contract documents will only be transferred to the customer, if this is agreed in writing. The customer shall return the contract documents to Rösler immediately, if requested to do so by Rösler during the contract negotiations or if a sales contract is not concluded. The right of the customer to retention or the right to refuse performance in this contract documentation is hereby expressly excluded. The customer is not entitled to pass the entrusted contract documents on to third parties.
- 1.5. If the financial circumstances of the customer deteriorate after commencement of the contract (or prior to the formation of the contract), Rösler has the right to do any of the following in respect of the whole or any proportion(s) of payments to be made to Rösler under or concerning a sales contract: (1) request from the customer a provision of security that’s Rösler considers suitable such as a guarantee; (2) reduce the payment period for any invoiced amounts; (3) request advance payment or a deposit; (4) restructure the supply or ordered goods so that delivery is made in instalments; (4) pursue other rights or options; (5) do any combination of the above. If the customer does not comply with this request, Rösler may terminate the contract and claim compensation.



2. Content of the Sales Contract

- 2.1. In respect of the content of the contractual relationship between Rösler and the customer, the following are authoritative in the following order:
 - 2.1.1. Applicable Laws of England and Wales that cannot be legally excluded;
 - 2.1.2. the order confirmation by Rösler or sales document containing order particulars signed by both Rösler and the customer (and if anything agreed or stated orally is not included in this order confirmation or sales document then such oral agreements or statements shall not be binding to the fullest extent permitted by the law), and
 - 2.1.3 These terms and conditions,
- 2.2. These Terms shall be deemed incorporated in every order, order confirmation, Sales Contract, communications (pre-Sales Contract or post-Sales Contract) and dealings (pre-Sales contract or post-Sales Contract) between the customer and Rösler to the full exclusion of the customer's own general, standard or other terms and conditions not expressly set out in the order confirmation from Rösler.

These General Terms and Conditions of Rösler shall also apply in particular in the context of the future business relationship between the same parties, even if they have not been explicitly agreed upon.

3. Import and export control:

- 3.1. Relevant provisions of the import and export control for the purposes of the Sales Contract are specifically (but not exclusively) as follows ("**Export Control Rules**"):
 - (1) All applicable sanctions imposed by the UK under the Sanctions and Anti-Money Laundering Act 2018 and other applicable laws from time to time;
 - (2) Pursuant to laws applicable in Germany, the jurisdiction of Rösler's supplier and parent company: the Foreign Trade and Payments Act (AWG), the Foreign Trade Regulations (AWVO), the so-called EC Dual-use Regulation (currently Regulation (EC) No 428/2009 of the Council of 05.05.2009), the existing countries and people embargo including the embargo measures to combat terrorism (so-called anti-terrorist lists), the War Weapons Control Act (KrWaffKontrG), and the Act Implementing the Chemical Weapons Convention (CWÜAG), all in the applicable current versions with all annexes, implementing regulations and other supplementary regulations; and
 - (3) All applicable laws of jurisdictions of other suppliers of Rösler that are notified to the customer or are otherwise known to the customer from time to time
- 3.2. In executing the legal transaction concerning any Sales Contract, and in any event if the goods purchased from Rösler are resold, the customer guarantees to note and adhere to and comply with all applicable Export Control Rules and where appropriate, to obtain all necessary import or export licenses. The customer undertakes to indemnify Rösler promptly within five days of first written request from and against all losses, liabilities and claims alleged, asserted or made by



third parties against Rösler due to the customer's or its customer's own infringement of the relevant provisions of Export Control Rules and fully compensate Rösler for the damage resulting from such losses, liabilities and claims.

- 3.3. The customer undertakes to notify Rösler immediately in a separate letter of any and all known prohibitions or reservations on approval in accordance with the relevant regulations of import and export control concerning the delivery of the goods and facilities to be performed by Rösler.
- 3.4. If the delivery of the ordered goods and facilities is subject to a reservation on approval, the customer undertakes to cooperate to best of its ability in the granting of the permission and in particular, to provide Rösler with all the information and documents required for that purpose.
- 3.5. If the customer violates any of the above provisions and claims are therefore raised against Rösler by third parties or the delivery of the ordered goods is therefore no longer feasible, Rösler is entitled to terminate the contract without liability to compensate the customer.
- 3.6. If Rösler is unable to deliver the ordered goods and facilities as a result of a restriction on exports that comes into force after commencement of the Sales Contract (e.g. due to an embargo or tightening of an embargo), Rösler is entitled to terminate the Sales Contract without liability to compensate the customer.

4. Delivery dates and deadlines

- 4.1. Delivery and other deadlines specified by Rösler are categorically not binding, unless they are agreed or confirmed in writing as binding (fixed date) in the order confirmation.
- 4.2. The beginning of the period for the calculation of deadlines and dates is the conclusion of the Sales Contract in accordance with the para. 1) above, but in any case not before receipt of all documents necessary for the execution of the service by Rösler which the customer shall provide as stipulated in the Sales Contract.
 - 4.2.1. If one of the deadlines which Rösler has designated as binding in the order confirmation is exceeded, the customer is obliged to allot Rösler a reasonable grace period for delivery / performance of, at least three weeks duration. If this grace period expires to no avail, the customer may terminate the Sales Contract as its sole remedy with no claim for financial compensation or damages of any kind.
 - 4.2.2. If Rösler exceeds a non-binding deadline, the customer is required to allot Rösler a reasonable grace period which must be [six] weeks at the minimum. If that grace period expires the parties shall act in good faith to agree a resolution to the matter.
- 4.3. If the failure to meet binding deadlines or dates by Rösler is due to the fact that suppliers or subcontractors engaged by Rösler, through no fault of Rösler, do not fulfil their performance obligations on time, either party may terminate the Sales Contract provided the agreed binding date (fixed date) is exceeded by more than four months. In this case there are no reciprocal claims.



4.4. Without prejudice to clause 4.3:

(a) A “**Force Majeure Event**” is any: (1) act(s) of God, flood, drought, earthquake or other natural disaster; (2) initial or any further/repeated outbreak of any epidemic or pandemic concerning any virus and/or disease; (3) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (4) nuclear, chemical or biological contamination, or sonic boom; (5) any new law or change in an existing law being made or any other action taken by a government or public authority (to include, but not limited to, imposing any transport, travel, import or export restriction); (6) collapse of buildings, fire, explosion or accident; (7) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the non-performing party seeking to rely on this clause, or companies in the same group as that party); (8) non-performance by any person that is not a subcontractor of the non-performing party; (9) interruption or failure of any utility service; or (10) any circumstance, event or occurrence beyond the reasonable control of the non-performing party.

(b) The delivery/performance period for Rösler shall be extended by the duration of the applicable Force Majeure Event. However, the customer is entitled to terminate the Sales Contract six months after the originally agreed upon period (fixed date). In such case, the customer shall not be entitled to claim for damages, regardless of the legal grounds.

4.5. If an agreed delivery or performance date is under threat for which the customer is responsible such as the untimely delivery of material, drawings, plans, sketches or patterns, Rösler may terminate the Sales Contract after setting a grace period of two weeks and demand compensation from the customer, in any case minimal damages in the amount of 15% of the contract sum. Rösler reserves the right to request a higher level of compensation upon production of documentary evidence, the customer is free to provide Rösler with documentary evidence of the origination of lesser or even no damage.

4.6. If amendments to the Sales Contract are agreed after conclusion of the Sales Contract, which affect the agreed delivery date or dates agreed upon, the parties shall agree a new delivery date. Previous appointments shall then no longer be valid.

4.7. If Rösler cannot effect delivery due to an obstruction or a health and safety issue at the delivery location (or because the customer is not able or willing to take delivery for any reason) all redelivery costs and interim storage and insurance costs will be for the customer to pay and the ordered goods shall be at the risk of the customer pending delivery.

5. Delivery Location

5.1. The provision and delivery of the goods shall expressly take place ex works, unless specified otherwise in the order confirmation at Rösler at the location set out in the order confirmation (“**Delivery Location**”).

5.2. Construction and other changes to the performance by Rösler shall be reserved if these changes are reasonable for the customer, especially if they are for



technical reasons and do not have an adverse effect on the general customary or contractually agreed use of the service.

- 5.3. Documents submitted by Rösler, such as illustrations, drawings, weights, sizes, dimensions and specifications are to be regarded as approximate as they are not expressly specified as binding by Rösler in writing.
- 5.4. If shipment is carried out using parcels or rail containers, the rent for these containers, as per the rental price list compiled by Rösler, shall be borne by the customer.

6. Shipment of the deliverable

- 6.1. The risk of the deliverable shall pass to the customer once the deliverable has been handed over to the transporter of the goods at the Delivery Location, even if Rösler transports the deliverable using its own means of transport. This also applies to postage-free deliveries or delivery postage-free and pre-installed.
- 6.2. The risk to the deliverable shall also pass to the customer once Rösler has sent the customer a notification of completion requesting it to collect the deliverable and the appropriate time period set by Rösler to collect the deliverable has elapsed to no avail.
- 6.3. The cost of transport, insurance and any related storage of the deliverable shall be borne by the customer, unless Rösler has agreed in writing to assume the costs of transportation, insurance and related storage.
- 6.4. Rösler is not obliged to insure the deliverable to be shipped against theft, breakage, transport and fire damage, unless Rösler has agreed to do so expressly in writing. In this case, the cost of insurance shall be borne by the customer.



7. Prices and payment terms

- 7.1. The agreed prices are always ex works Rösler, excluding packaging; ancillary service is additional. The prices quoted are exclusive of the statutory value-added tax incurred (VAT). This is therefore calculated separately.
- 7.2. The customer shall bear the costs of the packaging, labelling, insurance, storage and transport of the deliverable, which are calculated by Rösler at cost price.
- 7.3. Unless otherwise agreed, payments shall be made as follows:
 - 7.3.1. For consumables: immediately without deductions, inbound within one week of delivery of the goods and billing,
 - 7.3.2. For machinery and equipment: 30% of the contractual amount after order confirmation, a further 60% after a readiness for dispatch notification; remaining 10% 30 days after delivery and - if agreed - acceptance,
 - 7.3.3. For service and work performance: immediately without deductions, inbound within one week after the service and billing.
- 7.4. Payment will be made by the customer within 14 days of receipt of an invoice from Rösler or delivery whichever is sooner. Time is of the essence for payment (allowing for a grace period of 2 days in case of bank transfer issues).
- 7.5. The price agreed between the parties shall remain valid if the contractual performance occurs within four months after receipt of the order confirmation by Rösler. If this period of four months is exceeded, Rösler reserves the right to make a reasonable price increase if production or material costs increase. In the event of such a price increase, the customer may terminate the contract if the price increase is unreasonable. The rescission shall be declared by the customer within two weeks of receiving written notice of the price increase. In this case there are no reciprocal claims.
- 7.6. In case of non-compliance with the above terms of payment, the customer shall be in default without further notice. In case of default, Rösler may: (1) require the customer to pay default interest to Rösler at a rate of four percentage points above the base rate of the Bank of England from time to time; (2) pursue other rights; or (3) do a combination of (1) and (2). Any further loss of interest, which is proved by Rösler, is not excluded. For each reminder Rösler may require a dunning cost fee.
- 7.7. If partial payments are agreed, the entire residual debt of the customer is immediately payable if the customer defaults on payment of an instalment for a period longer than two weeks, suspends its payments or applies for or institutes insolvency proceedings in respect of its assets.
- 7.8. Rösler shall only accept money orders, cheques and bills of exchange by special arrangement and only on account by charging all resulting expenses to the customer.



- 7.9. If the customer is in default of payment, Rösler may terminate the contract without prejudice to the following provisions contained in Article 11, after setting a grace period of 14 days and claim damages.

8. Acceptance

- 8.1. The customer is obliged to inform Rösler of a fault with the goods supplied within 14 days, of delivery. After expiry of this 14 day period the customer will have been deemed to accept the goods unless it as notified Rösler otherwise. If the customer should fail to make a payment in line with clause 7.4 following delivery of the goods Rösler may terminate the contract and claim damages. With regard to the amount of damages to which is Rösler entitled, Article 4.5. above shall apply mutatis mutandis.
- 8.2. In case of non-acceptance of goods, Rösler is further entitled to charge demurrage for the storage of goods delivered, which is determined by the claimed storage space (in square meters) on the basis of a reasonable price per square meter for each month.
- 8.3. If, upon acceptance of the goods, the customer finds a quantity deviation or a defect, it shall serve a prompt notice of default in respect of the said quantity deviation or defect to Rösler within eight calendar days at the latest. In order to remedy the quantity deviation or defect, the customer shall give Rösler an appropriate period of at least three weeks. If Rösler lets this period pass to no avail, the customer may terminate the contract and claim damages. The obligation to compensate on the part of Rösler only applies, however, if Rösler or a company representative or a vicarious are guilty of intent or grossly negligent breach of duty or a warranted characteristic was not complied with by Rösler. The above limitation on the obligation to compensate does not apply in the case of injury to life, limb or health: in this case is any flagrant breach of duty including those by representatives or vicarious agents shall incur liability.
- 8.4. If Rösler claims for damages in accordance with the para. 8.1 above for non-acceptance of the service by the customer, then Rösler is entitled to dispose freely of the ordered goods, in particular to exploit such ordered goods at the expense of the customer by way of a resale of goods in replacement. The proceeds from that sale shall be credited to the customer after deducting the utilization costs.

9. Warranty

- 9.1. Rösler warrants that the contractual performance shall be in accordance with the order confirmation and is of good industry standard.
- 9.2. The warranty period is limited to one year. The warranty period begins with the delivery, acceptance or notification of availability whichever is sooner. The warranty does not cover: (1) any tampering, modification, maintenance or repair by anyone not authorized or approved by Rösler; (2) any unauthorised or illegal use by or for a customer or any of its customers; (3) any circumstance with Rösler is not liable under these Terms of the Sales Contract as a whole.



- 9.3. In case of defects, the client shall initially only be entitled to supplementary performance by Rösler. With respect to supplementary performance, the customer shall first set Rösler a reasonable period of at least three weeks. If Rösler fails to execute the supplementary performance within this period or if it ultimately fails, which is the case after three unsuccessful attempts to rectify the defects, the customer may invoke further statutory warranty rights. However, the customer may only claim damages if Rösler, one of its representative or vicarious agents are guilty of intent or gross negligence or if the warranted characteristics are lacking. This limitation on the obligation to compensate shall not apply in the case of injury to life, limb or health.
- 9.4. In case of any obligation to compensate on the part of Rösler, the compensation for damages shall be limited to the damage typically accruing to the customer subject to liability cover rules under these Terms. Rösler shall therefore not be held liable for remote damages, not even for damages that were not foreseeable by the party and not for damages which the customer could have avoided.
- 9.5. The liability of Rösler is excluded if a defect is due to the fact that the customer or the customer's representative or a vicarious agent of the customer provided defective material, tools, equipment or faulty plans or gave explicit instructions which caused the defect.
- 9.6. If the customer or third parties make changes to the deliverable, any warranty claim against Rösler shall be voided.
- 9.7. Rösler shall be liable towards the customer in respect of default of the contract performance based on supplied parts, to the extent that the upstream supplier or subcontractor is liable towards Rösler. In all other respects, the regulation relating to Article 9.3 above applies.
- 9.8. The warranty period is not extended by the supplementary performance.
- 9.9. Items replaced during supplementary performance shall become the property of Rösler.
- 9.10. The cost of supplementary performance, in particular transportation costs, road expenses and tolls, labour and material costs, shall be borne by Rösler.

10. Liability

- 10.1 Nothing in the Sales Contract shall exclude or limit any liability to the extent that it cannot be excluded or limited under the law (including, but not limited to, liability for: (1) death or personal injury caused by negligence, or (2) fraud or fraudulent misrepresentation).
- 10.2 Nothing in this clause 10 shall exclude or limit the customer's obligation to pay properly due and payable payments for goods under the Sales Contract.
- 10.3 The parties will act in good faith (and fully co-operate) to notify, discuss and seek to resolve disputes between them in a time and cost efficient manner (including, but limited to, mitigating losses and liabilities to the extent reasonably mitigatable).



- 10.4 Rösler shall not be liable for any statement, act or omission of any person that is not Rösler, a sub-contractor of Rösler or any of their respective directors or other officers, employees or agents.
- 10.5 Rösler shall not be liable for any Force Majeure Event delaying, hindering or preventing performance of any obligation.
- 10.6 Rösler shall not be liable for being late for any matter to the extent that the lateness: (1) concerns an immaterial obligation or commitment; (2) does not cause the overall project or final milestone to be late by more than 10%; or (3) results in the aggregate financial loss to the Customer being under £10,000 or equivalent amount in any other currency.
- 10.7 The Supplier shall not be liable for any indirect or consequential losses (or any loss of opportunity, loss of contracts, loss of sales or goodwill, loss of profit, loss of anticipated gains or savings of any indirect or other kind).
- 10.8 Rösler's total liability under a Sales Contract is 150% of the price for goods in question.
- 10.9. The customer is obliged to notify Rösler of any damages and losses immediately in writing stating the reason and the amount. If the Customer breaches this obligation, it shall be liable to Rösler for damages.

11. Retention of title

- 11.1 Rösler shall reserve ownership of the delivered ordered goods until its claims under the concluded Sales Contract against the customer are settled for the following (in each case to the fullest extent permitted by law):
- (1) the applicable goods that are unpaid;
 - (2) all other amounts due and payable under the applicable Sales Contract (to include, but not limited to, amounts payable for repairs, additions and / or replacements, ancillary service, etc); and
 - (3) all other amounts due and payable under all other Sales Contracts.
- 11.2 If the ordered goods are resold by the customer, the customer shall assign to Rösler its claim from the resale in the amount of the claim to which Rösler is entitled with immediate effect. Rösler shall accept this assignment (and pending assignment the customer shall hold the sale proceeds on trust for Rösler and such amounts shall NOT be treated as revenue or an asset of the customer for any reason).
- 11.3 Prior to resale all goods subject to a retention of title in favour of Rösler, shall be noted in records as being subject to a retention of title in favour of Rösler, and a suitable durable message will be placed with the goods with the same or similar message.
- 11.4. As long as the retention of title is in favour of Rösler, the customer may pledge, use as security, rent / lease or otherwise, dispose of the ordered goods in any other way in conflict with the interests of Rösler only with the prior written approval of Rösler. This does not affect the right of customers in the ordinary course of



business to continue treating the ordered goods or to resell it. If the customer does not meet its payment obligations towards Rösler under the contract, Rösler may disclose the above assignment of claims (para. 11.1.2.) and collect the claim of its own accord after having notified the customer accordingly. In such case, Rösler may disclose the extended retention of title pursuant to para. 11.1.3. above and assert consequential claims directly.

- 11.5. The ordered goods may only be used by the customer until full payment of the price to Rösler. The passing of the ordered goods shall require the prior written consent of Rösler. The customer is obliged to disclose the particular location of the ordered goods. In the case of violations of this provision, Rösler is entitled to demand return of the ordered goods earlier than the scheduled date; a right of retention on the part the customer is hereby expressly excluded.
- 11.6. If third parties access the ordered goods during the period of retention of title, in particular by way of pledging, the customer shall immediately notify Rösler and advise third parties of the right of ownership of Rösler. The customer shall bear all costs accruing to Rösler in the event of access as well as the replacement of the ordered goods, insofar as these costs cannot be recovered from third parties.
- 11.7. For the period of retention of title, a loan arrangement is agreed between the parties, on the basis of which the customer is entitled to possession and use of the ordered goods as long as it fulfils its obligations under the contract. If the customer fails to meet its obligations towards Rösler, in particular payment obligations, Rösler may request (as a binding request) the immediate return of the ordered goods (in the condition delivered to the customer) after the unsuccessful expiry of an appropriate period for supplementary performance set by Rösler for the customer. A right of retention of the customer is hereby expressly excluded, unless the customer has a right of retention under the contract relating to the ordered goods. Rösler has the right to access and attend any premises of the customer or a director or other officer, employee, agent or representative of the customer of any kind to retrieve the goods subject to the retention of time.
- 11.8. If the ordered goods delivered by Rösler is combined or mixed), Rösler shall be entitled to a share of co-ownership in the uniform item corresponding to the value of its claim under the contract. The parties are already in agreement at his time with respect to the transfer of ownership and further agree that for the duration of the co-ownership of the parties the customer shall retain possession to the share of co-ownership by way of loan. The same applies to the treatment or processing of the ordered goods.
- 11.9. If the ordered goods are combined, mixed or modified by a third party with the consent of the customer and the customer has agreed with the third party to acquire a right of co-ownership, the customer shall transfer its share of ownership to Rösler with immediate effect. The parties already agree at this time to transfer ownership, whereby the customer shall also in such case retain possession to the share of co-ownership by way of loan and provide Rösler with possession.
- 11.10. If the value of the collateral in accordance with the above provisions applicable to Rösler exceeds, due to simple, prolonged or extended retention of title, the total claim of Rösler by more than 20% not just temporarily, Rösler agrees at the request



of the customer to release the excessive collateral for the benefit of the customer. The value of the collateral is determined by the practical value of the collateral.

12. Installation of machinery and equipment

- 12.1. Rösler recommends that the customer arranges for the machinery and equipment to be installed by experienced assemblers employed by the company. In addition to travel expenses, freight costs, and tools, Rösler charges cost rates fixed by it under appropriate conditions for the engagement of an assembler.
- 12.2. If the installation or commissioning (acceptance) is delayed due to circumstances that are attributable to the customer, in other words not due to Rösler, the customer shall pay all costs for waiting times (deployment of personnel) and provision of resources.

13. General provisions

- 13.1 The parties hereby agree the written form (see also Article 1 above). This also applies to side agreements and warranties, as well as for subsequent amendments and additions to the contract, unless the parties expressly agree that a verbal agreement should have validity.
- 13.2. The assignment of rights and obligations as well as claims of the customer under the contract concluded to any third party shall require the prior written consent of Rösler. The consent may not, however, be unfairly withheld. Rösler is not subject to assignment or transfer restrictions concerning its benefit and entitlements under the Sales Contract.
- 13.3. The customer may only set off a claim by Rösler, if the claim set off either has a legal basis or is recognised by Rösler.
- 13.4. The customer may invoke a right of retention or right to refuse performance against Rösler as specified in the preceding provisions only if the claims originate with the same contract. The exercise of a right of retention or right to refuse performance by the customer against Rösler under a different contract is hereby expressly excluded.
- 13.5. The parties agree that the place of performance for the mutual obligations under the contract shall be place of business of Rösler.
- 13.6. Insofar as the customer is a merchant within the meaning of the law, the place of jurisdiction agreed between the parties is, depending on value in dispute the jurisdiction of the Courts of England and Wales, including for actions in connection with cheques and bills of exchange. Rösler may at any time claim against the customer in accordance with the general rules on jurisdiction.
- 13.7. The contractual and legal relationship between Rösler and the customer is solely based on the procedural and substantive law of the England and Wales. The application of laws of other states is expressly excluded. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.



Only the agreements on the import and export control under item 3 above), in accordance with which the further provisions cited therein and generally referred to apply in this context.

- 13.8. If one of the present agreements is or becomes void or invalid, the parties agree that the remaining provisions of these Terms and Conditions shall nonetheless remain valid.
- 13.9 Purported waivers are valid and binding only if made or confirmed expressly in writing.

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