

General Terms and Conditions of Sale, Delivery and Payment of DC-Datacenter-Group GmbH

1. Contractual Basis

- 1.1 The following General Terms and Conditions of Sale, Delivery, and Payment (GTC) apply to all offers, contracts, deliveries, services, and products of DC-Datacenter-Group GmbH, Wallmenroth, (hereinafter also referred to as "Data Center Group") to its contractual partners ("Customers"); individually the "Contracting Party" and collectively the "Contracting Parties." They also apply to all future deliveries, services, or offers to the Customer, even if they are not separately agreed upon again.
- 1.2 Any differing, conflicting, or supplementary terms and conditions of business or purchase of the Customer shall only become part of the contract if and to the extent that Data Center Group has expressly agreed to their validity in writing. This requirement of written consent applies in all cases, for example, even if the Customer orders deliveries or services from Data Center Group with knowledge of the GTC or accepts offers, deliveries, or services without reservation.
- 1.3 The Data Center Group is guided by a principle of sustainable development that meets the needs of the present generation without compromising the ability of future generations to meet their own needs. The Data Center Group places corresponding expectations on its customers.

2. Conclusion of contract

- 2.1 Offers from Data Center Group, as well as any amendments or additions thereto and other agreements made in connection with a delivery or service (collectively, "Offers"), are only binding if submitted by Data Center Group in writing. In this case, the contract is concluded upon acceptance of the Offer by the customer. Unless otherwise specified, Offers can only be accepted by the customer within 14 days of receipt.
- 2.2 Data Center Group is entitled to withdraw offers until acceptance.
- 2.3 If Data Center Group's offer is expressly subject to order confirmation, the contract is concluded after the customer's order is placed, either upon order confirmation or upon commencement of order execution by Data Center Group. Clause 1.2 remains unaffected.
- 2.4 Data Center Group retains ownership and copyright to all offers and cost estimates it submits, as well as to all drawings, illustrations, calculations, brochures, catalogs, models, tools, and other documents and aids provided to the customer. The customer may not, without the express consent of Data Center Group, make these items or their content accessible to third parties, disclose them, use them, or reproduce them, either directly or indirectly. Upon request from Data Center Group, the customer must return these items in their entirety and destroy any copies made if they are no longer needed in the ordinary course of business or if negotiations do not result in a contract. This excludes the storage of electronically provided data within the scope of standard data backup procedures.

3. Quality, specifications and advertising

- 3.1 The deliveries and services comply with the state of the art, laws, standards, and guidelines valid at the time of the offer or order confirmation, insofar as these are mandatory for the deliveries and services. If laws, regulations, technical standards and guidelines, or decisions or judicial notices issued by courts or authorities are subsequently amended or supplemented, Data Center Group is entitled to adjust the contract, in particular the remuneration, deadlines, and deliveries and services, to the extent necessary to compensate for any disadvantages or additional requirements resulting from these changes.
- 3.2 Information describing deliveries, services, or products (e.g., weights, dimensions, performance characteristics, load-bearing capacity, tolerances, and technical data) and representations thereof (e.g., drawings and illustrations) as well as public statements by Data Center Group contained on the Data Center Group website, in catalogs, or in similar documents are not binding in the contractual relationship with the customer, unless the characteristic, qualification, function, or intended use of the delivery, service, or product mentioned or depicted therein has been agreed upon with the customer in the contract as a quality specification.
- 3.3 Deviations from the agreed quality of the delivery, service, or product are permissible and do not affect the performance of the contract, provided that they (i) are customary in the industry, or (ii) are reasonable for the customer because they do not restrict the contractual use or only restrict it insignificantly, or provided that (iii) the existence of the quality was not guaranteed or assured by Data Center Group, or provided that (iv) it was not apparent to Data Center Group that the agreed quality was of particular importance to the customer, especially if the deviation from it would jeopardize the purpose of the contract.
- 3.4 Without the express prior written consent of Data Center Group, the customer is not permitted to use offers, orders, or trademarks of Data Center Group

(e.g., logos) for reference or advertising purposes. Trademarks of Data Center Group on documents provided to the customer may only be altered or removed with Data Center Group's consent.

4. Subcontractors

- 4.1 Data Center Group reserves the right to use suitable subcontractors to fulfill contracts. Responsibility for its subcontractors remains unaffected.

5. Early fulfillment, deadlines and dates, delay

- 5.1 Early deliveries and services require the prior written consent of the customer, which the customer may not unreasonably refuse if it is reasonable for him.
- 5.2 Deadlines are only binding, and time limits only begin to run once the customer has completed all preparatory actions necessary for the execution of the deliveries and services. If Data Center Group is unable to meet contractually agreed deadlines or dates, it will inform the customer of this in a timely manner, stating the reason for the impediment and its expected duration.
- 5.3 Deadlines or delivery dates are agreed upon based on Data Center Group's anticipated performance capacity and are subject to circumstances and events beyond Data Center Group's control (such as strikes, lockouts, operational disruptions, court or official orders, inclement weather, pandemics, terrorism, war) that did not exist at the time the contract was concluded or that were neither known nor reasonably expected to be known to Data Center Group, regardless of whether these circumstances or events occur at Data Center Group or its suppliers or subcontractors, provided and to the extent that these obstacles affect delivery or performance. Such events extend deadlines or postpone delivery dates in accordance with the delay they cause, even if they occur during an existing delay. Any deadline or delivery date already set by the customer in such a case will also be extended or postponed by the duration of the delay.
- 5.4 Clause 5.3 applies accordingly if the customer hinders performance, is in default of acceptance or fails to perform required acts of cooperation.
- 5.5 Data Center Group shall not be in default if and as long as a supplier or subcontractor is in default with an advance performance or delivery for reasons for which Data Center Group is not responsible.
- 5.6 Data Center Group is entitled to terminate or withdraw from the contract in whole or in part if a delay in performance or delivery, in whole or in part, for which Data Center Group is not responsible, lasts longer than 12 weeks, the customer hinders performance, is in default of acceptance or fails to provide the necessary cooperation.
- 5.7 Unless otherwise agreed and without prejudice to any other rights, in the event of a delay by Data Center Group, the customer is entitled to claim liquidated damages in the amount of 0.3% of the net order value for each completed week of delay, up to a maximum of 10% of the net order value. Data Center Group reserves the right to prove a lesser loss.
- 5.8 Further or other claims or rights of the customer against Data Center Group due to delay, other than the claims and rights regulated in this clause 5, are excluded to the extent permitted by law.

6. Partial deliveries or partial services, as well as the customer's obligation to cooperate

- 6.1 Partial deliveries or partial services require the prior written consent of the customer, which the customer may not unreasonably refuse if it is reasonable for him.
- 6.2 The customer undertakes – as a duty to cooperate – to create all the necessary conditions to enable Data Center Group to properly execute the deliveries and services.
- 6.3 Depending on the content of the delivery or service, this includes in particular:
 - the designation of a technically competent contact person who is available to Data Center Group during the provision of the deliveries and services and is authorized to receive and issue declarations necessary for mutual coordination in connection with the execution of the contract;
 - obtaining necessary private and/or public law permits, approvals, licenses or rights and/or technical approvals and/or certificates;
 - providing documents and other necessary internal information from the customer;
 - granting access to the customer's (business) premises and facilities, as well as providing electricity, water, sewage, lighting, heating, waste disposal, etc., if proper performance is not possible without this;
 - providing necessary preliminary or ancillary services;
 - protecting life, limb, and health, as well as preventing workplace accidents;
 - Creating the conditions for the acceptance of deliveries and services (inspections, tests, expert opinions, official approvals).

6.4 If the delivery of goods or services is delayed through no fault of Data Center Group due to circumstances or events for which the customer is directly or indirectly responsible, the customer shall, without prejudice to clause 5, bear the resulting costs incurred by Data Center Group, in particular those arising from waiting times or unnecessary travel. § 642 of the German Civil Code (BGB) and any further claims for damages by Data Center Group remain unaffected.

7. Retention of title

7.1 Data Center Group retains title to delivered goods until the customer has settled all outstanding claims of Data Center Group arising from the contractual relationship, including any current account balance from the business relationship. Data Center Group's title to delivered goods must not be impaired by the fact that these goods become integral components of the customer's and/or a third party's property. The customer is responsible for ensuring this – for example, through suitable contractual agreements with the third party, which must be submitted to Data Center Group upon request. Should Data Center Group nevertheless suffer a loss of title to delivered goods before full payment, the customer is obligated to fully compensate Data Center Group for this loss of title.

7.2 The customer is entitled to resell delivered goods in the ordinary course of business. However, the customer hereby assigns to Data Center Group all claims against its customers or third parties arising from such resale, up to the total amount (including VAT), regardless of whether the delivered goods were resold before or after processing; Data Center Group hereby accepts this assignment. The customer remains authorized to collect these claims. Data Center Group's right to collect the claims itself remains unaffected. However, Data Center Group undertakes not to collect the claims as long as the customer fulfills its payment obligations, is not in default of payment, and in particular, no application for the opening of insolvency proceedings has been filed or payments have been suspended. If, however, this is the case, Data Center Group may demand that the customer disclose the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents, and confirm the assignment to the debtors (third parties).

7.3 Data Center Group undertakes to release the securities to which it is entitled under retention of title at the customer's request to the extent that the realizable value of the securities exceeds the secured claims by more than 10%; the selection of the securities to be released is at the discretion of Data Center Group.

7.4 Insofar as a retention of title by Data Center Group does not arise, is unenforceable, or expires due to delivery abroad, the customer is obligated to provide Data Center Group with security for all claims immediately upon first demand. This security must be effective under applicable law and approximate the retention of title under German law as closely as possible. If the value of the security held by Data Center Group exceeds its total claims by more than 20%, Data Center Group will release security of its own choosing to that extent upon the customer's request. The realizable value (security value) of the security is decisive for its valuation.

7.5 The customer is obligated to store the items to which Data Center Group holds ownership rights with the care of a prudent businessperson, to maintain them at their own expense, to insure them against loss and damage at their own expense, and to provide Data Center Group with proof of such insurance upon request. The customer hereby assigns their claims arising from this insurance to Data Center Group as security, and Data Center Group hereby accepts this assignment.

8. Financial distress, termination of contract for an important cause

8.1 If special circumstances arise at the customer's end that jeopardize the delivery or completion of the owed service, the fulfillment of any other obligation to the customer, or the customer's cooperation or solvency, the customer must inform Data Center Group immediately. Special circumstances in this sense exist in particular if there is a significant deterioration in the customer's financial situation or the value of any security provided by the customer, or if such a deterioration is imminent

8.2 Without prejudice to its statutory rights, Data Center Group is entitled, if there is good cause, (i) to execute or provide any outstanding deliveries or services only against prepayment or provision of security, or (ii) to terminate the contractual relationship without notice if Data Center Group deems its continuation unreasonable, even taking into account the legitimate interests of the customer. Termination shall be effected by notice of termination in the case of continuing obligations, otherwise by rescission of the contract. Good cause exists in particular if special circumstances as defined in section 8.1 exist, regardless of whether the customer has complied with its duty to provide information or not.

8.3 In the event of such termination or withdrawal, Data Center Group is nevertheless entitled to full remuneration, less any expenses and costs saved as a result of the early termination of the contract, as well as compensation for damages and wasted expenses incurred by Data Center Group as a result of the early termination.

9. Transport, packaging, transfer of risk

9.1 Deliveries are transported in standard, commercially appropriate, and transport-safe packaging at the customer's expense to the delivery point specified by the customer. The delivery point may differ from the billing address or the customer's registered office.

9.2 The risk passes to the customer upon handover of the goods to the transport person, their agent or other persons designated by us, unless Data Center Group provides further services on or with the goods under a contract for work and services.

9.3 If the goods are delivered to the customer by Data Center Group's own employees or vehicles, the risk passes to the customer upon arrival at the delivery point. Unloading and unpacking are carried out by the customer at their own risk, unless Data Center Group provides further services related to the goods under a works contract.

9.4 If shipment is delayed or becomes impossible due to circumstances or events caused by the customer, or if the customer hinders performance, is in default of acceptance, or fails to provide necessary cooperation for transport, the risk passes to the customer upon notification of readiness for shipment.

9.5 These provisions regarding the transfer of risk also apply to the return of delivered items to the customer after rectification of defects, paid service or replacement delivery.

10. Delivery, acceptance

10.1 The customer must inspect the goods or services provided by Data Center Group in connection with a purchase or a supply of goods without undue delay and report any recognizable defects in writing without delay. § 377 section (2) to (5) of the German Commercial Code (HGB) apply without restriction.

10.2 If deliveries and services from Data Center Group are subject to acceptance, the customer must accept them as soon as they are completed. § 640 of the German Civil Code (BGB) applies. Data Center Group may require that self-contained parts of a delivery or service be accepted separately (partial acceptance). Notwithstanding § 640 section 2 of the German Civil Code (BGB), acceptance or partial acceptance is deemed to have been granted if Data Center Group has notified the customer of completion and the customer either (i) does not reject acceptance **within two weeks**, stating a defect, or (ii) has used the deliveries or services for commercial purposes **for at least two weeks**.

11. Copyright, design protection

11.1 The following applies to works protected by copyright or design rights: Upon delivery or partial acceptance or acceptance of the delivery or service as well as full payment of the remuneration owed, the customer acquires a non-exclusive, perpetual right of use.

11.2 The right of use also includes the right to use and modify all documents created by Data Center Group, insofar as this is necessary for the use of the deliveries and services. The customer is entitled to transfer the right of use and modification to affiliated companies.

11.3 The transfer of the right of use and modification according to the above regulations does not affect the moral rights of Data Center Group, its employees or third parties commissioned by it.

11.4 The customer and its affiliated companies are not entitled to reproduce, design, imitate or manufacture (reverse engineering) the delivery or service or parts thereof, in whole or in part, for other purposes.

12. Export regulations

12.1 Deliveries and services are subject to the condition that no obstacles exist due to national or international export control regulations, in particular embargoes or other sanctions. The customer is obligated to provide all information and documents required for export or transfer, even if Data Center Group organizes or handles the transport.

12.2 Delays due to export checks or approval procedures do not constitute grounds for default.

12.3 If the necessary export licenses are not granted, or if delivery and performance are not eligible for licensing, Data Center Group is entitled to terminate or withdraw from the contract. In this case, the customer is obligated to compensate Data Center Group in accordance with clause 8.3. The customer is precluded from asserting any claims for damages or other rights due to the termination or withdrawal.

12.4 When transferring deliveries, services or products and related documents, regardless of the method of transfer, the customer must comply with the applicable national and international export control regulations both domestically and internationally and must also impose compliance with these regulations and this clause 12.4 on its contractual partners.

13. Remuneration and payment

- 13.1 Agreed prices are net prices, excluding VAT, transport costs, and any other taxes, fees, or charges. Should any taxes or fees payable by Data Center Group in connection with the provision of goods and services, and these are to be borne by the customer, the customer shall reimburse Data Center Group to the extent that they are levied by Data Center Group.
- 13.2 Unless otherwise agreed,
- Deliveries or services provided in the course of a purchase or a supply of goods upon handover,
 - Deliveries and services in connection with a work performance through advance payment pursuant to § 632a of the German Civil Code (BGB), can be invoiced.
- 13.3 Invoices are due within 14 days of receipt by the customer without deductions or costs.
- 13.4 From the due date, default interest is payable at the applicable statutory rate. The right to claim liquidated damages pursuant to § 288 section 5 of the German Civil Code (BGB) and any further damages for default remains unaffected.
- 13.5 The customer is not entitled to a right of set-off or retention unless the claims are undisputed or have been legally established.

14. Intellectual Property Rights

- 14.1 Data Center Group warrants, in accordance with this clause 14, that its deliveries and services are free from third-party intellectual property rights or copyrights. Each party shall immediately notify the other party in writing if any claims are asserted against it for infringement of such rights.
- 14.2 In the event that a delivery or service infringes a third party's intellectual property right or copyright, Data Center Group shall, at its own discretion and expense, within a reasonable period, either modify or replace the subject matter of the delivery or service in such a way that no third-party rights are infringed, while the delivery or service continues to meet the contractually agreed specifications, or procure the right of use for the customer by concluding a license agreement with the third party. If Data Center Group fails to do so within a reasonable period, the customer is entitled to withdraw from the contract or to reduce the remuneration appropriately. Any claims for damages or reimbursement of expenses by the customer are subject to the exclusions and limitations of clause 16.
- 14.3 In the event of infringements of rights by products of other manufacturers supplied by Data Center Group, Data Center Group will, at its discretion within a reasonable period, either assert its claims against the manufacturers and suppliers on behalf of the customer or assign them to the customer. Claims against Data Center Group in these cases exist in accordance with this clause 14 only if the legal enforcement of the aforementioned claims against the manufacturers and suppliers has been unsuccessful or is futile, for example, due to insolvency or business closure.

15. Software and Information Security

- 15.1 If software is included in the scope of delivery and services, this clause 15 takes precedence for the software.
- 15.2 The customer is solely responsible for the design, implementation, and maintenance of a comprehensive security concept that reflects the current state of the art and protects the systems, equipment, machinery, and networks for which the deliveries and services are provided from cyber threats.
- 15.3 The customer is not entitled to upgrades, updates, patches, maintenance, support, provision of source programs or source code, or instruction or training, unless otherwise agreed.
- 15.4 Non-reproducible or minor errors in software are not considered defects.
- 15.5 If software is defective, Data Center Group is only obligated to provide the customer with an updated, corrected version of the software within a reasonable timeframe if this updated version can be obtained by Data Center Group or, if Data Center Group is only the licensee, by the licensor, with reasonable effort. If software has been modified or individually developed by Data Center Group, Data Center Group will provide the customer with a workaround or other temporary solution until an updated version of the software is provided within a reasonable timeframe, provided that this workaround or temporary solution can be implemented at reasonable cost and if the customer's business operations would otherwise be significantly impaired. If the subsequent performance in accordance with the above provisions fails twice, the customer is entitled to withdraw from the contract or to reduce the remuneration appropriately. Any claims for damages or reimbursement of expenses by the customer are subject to the exclusions and limitations of clause 17.
- 15.6 Clauses 14.2 and 14.3 of 15.6 apply accordingly to rights to software.

16. Claims for defects

- 16.1 If the delivery or service, upon handover to the customer, or in the case of a work, upon or after acceptance, is subject to a material or legal defect that renders it unfit for its intended use or substantially impairs its suitability, Data Center Group is entitled and obligated to remedy the defect, at its discretion, within a reasonable period, by either repairing the defect or by providing a replacement or subsequent delivery. Clause 14 applies exclusively to warranty claims relating to intellectual property rights; Clause 15 applies exclusively to warranty claims relating to software.
- 16.2 Warranty claims are conditional upon the defect not being attributable to factual inaccuracies and/or incompleteness of the information provided for the execution of the deliveries or services and/or improper use. Any delivery of used goods agreed upon with the customer in a specific case is made excluding any warranty for material defects.
- 16.3 The customer must submit any notices of defects to Data Center Group in writing without undue delay.
- 16.4 Data Center Group may refuse to remedy the defect if doing so would incur disproportionately high costs.
- 16.5 If Data Center Group obtained the defective delivery or service from a supplier, Data Center Group hereby assigns its warranty claims to the customer. Data Center Group's liability is subsidiary only to the extent that the customer cannot enforce the assigned claims for factual reasons (e.g., insolvency or cessation of business by the supplier). The customer is obligated to first pursue claims against the supplier out of court and/or in court.
- 16.6 If the remedy fails **twice**, the customer may, at its discretion and subject to the statutory requirements, withdraw from the contract or reduce the price. The exclusions and limitations set forth in clause 17 apply to claims for damages or reimbursement of expenses.
- 16.7 The respective statutory limitation period applies to claims for defects. For deliveries, it begins upon arrival of the complete delivery at the receiving point specified by the customer; for works contracts, upon partial acceptance or acceptance; and for other services, upon their complete performance.

17. Liability and Warranties

- 17.1. Data Center Group shall only be liable to the customer for damages arising in connection with the business relationship with Data Center Group, regardless of the legal basis, unless otherwise agreed below, if it or its agents are guilty of gross negligence or intent. In this case, Data Center Group's liability is unlimited.

Data Center Group shall also be liable for breaches of essential contractual obligations, i.e., obligations that are essential for the proper performance of the contract and on whose compliance the customer may rely for the proper performance of the contract, and whose breach would jeopardize the purpose of the contract, even if it or its agents are guilty of simple negligence. In these cases, liability is limited to foreseeable damages that are typically expected to occur, and to 50% of the net order value for the contract whose essential obligations have been breached. Data Center Group shall not be liable for atypical, unforeseeable damages of any kind and regardless of the legal basis, even in cases of simple negligence. The aforementioned exclusions and limitations of liability shall not apply in cases of intent, breach of warranty, injury to life, body, or health, or in other cases of mandatory liability under the German Civil Code (BGB) and the German Product Liability Act (Produkthaftungsgesetz).

The aforementioned provisions shall apply accordingly to claims for reimbursement of expenses

- 17.2 A warranty for the quality of the delivery or service shall only exist if this warranted quality is expressly offered or confirmed in writing by Data Center Group and designated as a "warranty." Any other form of documentation shall not suffice.
- 17.3 Insofar as a manufacturer has assumed a guarantee for the quality of deliveries, services or products provided by Data Center Group, or for the fact that a product will retain a certain quality for a certain period of time, the customer shall, without prejudice to statutory claims, be entitled to the rights arising from the guarantee under the conditions specified in the guarantee declaration exclusively against the manufacturer.
- ### 18. Termination and Withdrawal
- 18.1 The customer's rights of termination or withdrawal exist subject to the proviso that the customer may only terminate or withdraw from the contract if Data Center Group is responsible for the underlying breach of duty. In the event of impossibility of performance for reasons beyond both parties' control, the contract will be amended by mutual agreement to the extent economically feasible. Otherwise, both parties may terminate the contract or withdraw from it in whole or in part.
- 18.2 If, after a breach of duty for which Data Center Group is responsible, the customer sets a deadline for subsequent performance or rectification and this deadline expires without result, the customer is obligated to inform Data

Center Group in writing within one week of the expiry of the deadline set by the customer whether they intend to terminate or withdraw from the contract or continue to demand performance. If the customer fails to comply with this obligation or asserts their rights at a later date, they are obligated to compensate Data Center Group for the damages incurred as a result of their reliance on the continuation of the contractual relationship.

19. Confidentiality

- 19.1 The Customer is obligated to treat as confidential all trade secrets and other non-public information, knowledge, and experience that it has obtained or will obtain in connection with the conclusion and performance of this Agreement, regardless of whether they qualify as trade secrets under the Trade Secrets Act. The Customer undertakes to use this information only within the scope of the performance of this Agreement and, in all other respects, not to exploit it or disclose it to third parties, either during the term of this Agreement or after its termination, without the prior written consent of Data Center Group.
- 19.2 The obligations under clause 19.1 do not apply to data and other information that must be disclosed due to legal provisions or court or official orders. In such cases, the Customer shall immediately notify Data Center Group in writing of the disclosure, specifying its content and scope.

20. Data Protection

- 20.1 The customer and Data Center Group are obligated to comply with data protection regulations, in particular the DSGVO and BDSG
- 20.2 If personal data is transmitted or collected within the scope of the delivery or service relationship, the data-processing party is obligated to use this data exclusively within the scope of the delivery or service relationship or – if agreed – within the scope of the expressly agreed purposes, and to delete the data after the purpose of use has been fulfilled, but no later than after the expiry of any applicable retention periods.
- 20.3 In the case of commissioned data processing within the meaning of Article 28 DSGVO for the customer, Data Center Group will implement appropriate technical and organizational measures. A separate agreement will be concluded regarding the details of commissioned data processing.

21. Data Center Group Business Code of Conduct

- 21.1. The customer is obligated to comply with the "Data Center Group Business Code of Conduct" published online at Terms & Conditions – Data Center Group (datacenter-group.com) in its respective version.

22. Final Provisions

- 22.1 Should individual provisions of these General Terms and Conditions of Sale, Delivery, and Payment be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In this case, the contracting parties undertake to replace the invalid or unenforceable provision with a legally permissible provision. In the event of a gap in the contract, such a provision shall be deemed agreed upon which, considering the remainder of the contract, it can be assumed that the contracting parties would have agreed upon had they been aware of the gap.
- 22.2 The place of performance for deliveries and services is the receiving point specified by the customer. If no receiving point is specified, the place of performance is the customer's registered office.
- 22.3 The place of jurisdiction is the registered office of Data Center Group. Data Center Group may also bring legal action against the customer at the customer's general place of jurisdiction.
- 22.4 In addition to these Purchasing Terms and Conditions, the laws of the Federal Republic of Germany shall apply, excluding its conflict of laws rules. The application of the currently valid version of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Incoterms and trade customs or clauses shall only become part of the contract if they are expressly agreed upon.

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