



General Conditions for Deliveries and Performances

Version 1.1, Issue 04/2016

1. Scope

- 1.1 The present General Conditions for Deliveries and Performances shall apply for all deliveries and performances (hereinafter "deliveries") of Compositence GmbH (hereinafter „CT“), as far as not explicitly agreed to the contrary. Conflicting or deviating terms and conditions of the customer are herewith expressly objected by CT. Those terms and conditions shall only become part of the contract insofar, as CT has agreed to them in writing. In case CT has performed deliveries to the customer and/or accepted payment unconditionally, being aware of terms and conditions of the customer conflicting or deviating from these General Conditions for Deliveries and Performances, this shall not be interpreted as approval to the terms and conditions of the customer.
- 1.2 These General Conditions for Deliveries and Performances shall only apply towards contractors, corporate bodies under public law and public separate estate respectively.
- 1.3 The present General Conditions for Deliveries and Performances shall apply towards the customer as well for future contracts covering deliveries of CT.

2. Quotation, Conclusion of Contract

- 2.1 CT's quotation shall be without engagement. It shall not become binding until order confirmation by CT.
- 2.2 Orders of the customer may be accepted by CT within fourteen (14) days. Acceptance may also take place by CT starting visibly to the customer with the performance of the order within the aforementioned time period.
- 2.3 For the extent of the deliveries and the other content of the contract the quotation of CT as materialized in the order confirmation shall be applicable.
- 2.4 CT reserves its right to change the agreed deliveries and the performance thereof, as far as necessary to assure product safety or to comply with legal regulations.

3. Rights in the Quotation

CT unrestrictedly reserves title and all rights in the quotation, as well as brochures, catalogues, drawings, pictures, models, calculations and further documents or means (including the content represented therein), provided to the customer in the context of contract initiation. The customer must not use such documents and objects (i) neither by himself nor through third parties and make copies thereof respectively, (ii) nor make such documents and objects available to third parties without expressed written approval of CT. In case an order is not place within a reasonable time period, the customer shall be obliged to entirely return such documents and objects as well as possibly made copies thereof upon CT's request and shall confirm so in writing towards CT.

4. Prices, Payment

- 4.1 Prices are to be understood „Ex Works“ registered office of CT (according to Incoterms 2010) excluding packaging. Prices are net and only valid in case of simultaneous ordering of all deliveries comprised by the quotation. Applicable value added tax is to be paid for by the customer additionally at the rate as stipulated by law at the time of delivery.
- 4.2 CT's invoices shall be due without any deduction fourteen (14) days after the date of the invoice. The day of receipt on CT's bank account shall be decisive for punctual payment. Bills and checks shall be deemed as payment with unconditional encashment only and will be accepted in the absolute discretion of CT, however without obligation of presentation and protesting in time.
- 4.3 In case circumstances become known after order confirmation by CT, appearing CT's rights in consideration to be questionable due to the lack in the customer's ability to pay, CT shall be entitled to perform outstanding deliveries against prepayment or bail only. Insofar, CT shall be entitled to a right in retention until receipt of the corresponding payment. Lack in the customer's ability to pay, appearing CT's rights in consideration to be questionable constitute in particular initiation of enforcement measures by the customer's creditors, making out uncovered cheques, bill protests, delivery of an affidavit, failure to pay a rate due or an enquiry of a bank or credit agency exercised with the care of a prudent businessman.
- 4.4 The customer shall only be entitled to exercise its right to set-off, its right of retention and/or its right to refuse performance in case its claims are established as final and absolute or undisputed by CT and are based on the same contractual relationship.

5. Delivery, Delivery Time, Delivery Obstacles, Partial Delivery

- 5.1 Place of performance shall be the registered office of CT.
- 5.2 Dates and time periods, in particular delivery dates and delivery periods shall only be binding, if acknowledged by CT in writing. A fixed date is to be explicitly agreed as such in writing. Agreed time periods shall start to run with the date of the order confirmation.
- 5.3 Adherence to binding dates and time periods shall be conditional upon final clarification of all commercial and technical contract details between the customer and CT as well as meeting any of its obligations by the customer, in particular cooperation, customer furnished equipment and due payments. If this is not the case, binding dates and time periods shall be reasonably prolonged. The same applies, in case the customer requests changes and/or additions to the deliveries or such changes and/or additions will become necessary subsequently for reasons not attributable to CT.
- 5.4 In case of force majeure, in particular measures in connection with labor disputes, disruptions, mobilization, war, riot, lack in or late deliveries of CT's own suppliers or other events not foreseeable by CT respectively not influenceable by reasonable measures, dates and time periods shall be reasonably prolonged as well, provided that such obstacles cause or contributes to the non-compliance with dates and time periods. The aforementioned events and circumstances shall not be under the responsibility of CT, even in case they originate during an already existing delay.
- 5.5 After due notification CT shall be entitled to perform partial deliveries, if reasonable for the customer.

6. Factory Acceptance, Installation, Commissioning and Acceptance

- 6.1 In case a factory acceptance at the registered office of CT is agreed such factory acceptance shall comprise the basic evidence of the functionality agreed. Here a standard process to be defined by CT shall apply. About the factory acceptance a protocol to be purported by CT shall be established and signed by the customer and CT. In case raw materials etc. will be necessary for the performance of the factory acceptance, the customer shall provide to CT such raw materials etc. in its required quantity duly in advance at no cost.
- 6.2 Installation of deliveries shall be owed by CT only in case of an explicit agreement. In such case, the customer shall see to it that the prerequisites required for the installation and the operation of the deliveries are completely fulfilled. On this, in addition to the complete finalization of required earthwork, construction work and other extra work beyond the industry prior to the initiation of the installation works, the supply of the deliveries with required media including necessary connections shall be included. The customer shall give CT binding particulars about the position of hidden power, gas, water supply lines or similar utilities duly before initiation of the installation works without demand. The same shall apply for static particulars about the location and its accesses. The customer shall furnish at no cost skilled and nonskilled workers, building materials, and tools, utensils and material (such as scaffolds, lifting bars and other fixtures, fuels and lubricants) as well as required media (including, but not limited to energy and water) including connections, heating and lighting being necessary for installation of the deliveries.
- 6.3 Commissioning (in the form of a functional test) and/or acceptance of the deliveries shall be performed in case this is contractually agreed or required by legal stipulations. At this, in each case a standard process to be defined by CT shall apply. About the commissioning and/or acceptance a protocol to be purported by CT shall be established and signed by the customer and CT in each case. In case raw materials etc. will be necessary for the execution of the commissioning, the customer shall provide to CT such raw materials etc. in its required quantity duly in advance at no cost.

- 6.4 The customer shall be obliged to accept the deliveries as soon as the functional test to be performed within the commissioning is performed. This shall not apply in case the deliveries show defects limiting its usability. Insofar as sub-functions of the deliveries can be used autonomously, the customer shall be obliged to partial acceptances.
- 6.5 An acceptance shall be also deemed occurred, in case
 - 6.5.1 the customer does not exercise his obligation to perform acceptance according to section 6.4 within a reasonable period set by CT;
 - 6.5.2 the commissioning and/or acceptance will be delayed due to reasons attributable to the customer and a reasonable time period for the customer's cooperation set by CT elapsed effectless;
 - 6.5.3 the customer commissions the deliveries for serial production purposes.

7. Export Control, Authority Approvals

- 7.1 CT's quotation, the order confirmation based thereupon as well as deliveries according to the contract are made subject to the proviso that (i) no conflicts exist with respect to national or international export control regulations, e.g. embargoes or other sanctions, as well as (ii) all necessary official permits will be granted. The customer declares and explicitly guarantees towards CT to obtain any and all approvals necessary for export respectively import of the deliveries and to provide the respective supporting documents to CT. CT will support the customer upon request in the context of obtaining such approvals up to a reasonable extent. The customer shall inform CT about export restrictions known to him.
- 7.2 If necessary permits are not granted, or if deliveries are not capable of being permitted, the customer as well as CT shall be entitled to an extraordinary termination of the contract. In case of contract termination CT shall be entitled to claim the agreed price less expenses saved.
- 7.3 Delays due to export examinations or other official permission procedures shall set aside any dates and time periods.
- 7.4 The customer must comply with the relevant applicable regulations of national and international (re-) export control laws when passing on the deliveries in full or in part (including related documentation) to third parties at home and abroad.

8. Transfer of Risk, Default of Acceptance

- 8.1 CT's obligation to perform shall cease with provision of the deliveries at the registered office of CT ready for shipment. The customer shall be obliged to collect the deliveries within ten (10) calendar days after receipt of CT's notification of readiness for shipment.
- 8.2 Shipment and transport of the deliveries will be performed upon explicit written request of the customer only, at the customer's risk and cost. Upon explicit written request of the customer, CT will contract transport insurance at the customer's cost.
- 8.3 Transfer of risk to the customer shall occur with elapse of a time period of ten (10) days after receipt of CT's notification of readiness for shipment or with handing over of the delivery to the person executing the transport (whatever event occurs first). This shall also apply in case of partial deliveries. Section 8.3 sentence 1 and 2 shall apply irrespective of whether further performances (e.g. installation, commissioning, acceptance at the place of operation) are agreed upon.
- 8.4 In case of the customer's default in acceptance or in case of its breach of other obligations to cooperate, CT shall – irrespective of its further rights - be entitled to appropriately place deliveries into stock at the customer's risk and cost or to have such placement into stock performed by third parties. In case of placement into stock by CT the storage cost amount to 0.5% of the net price of the deliveries to be stocked per week or part thereof. The storage cost shall be limited to 5% of the net price of the deliveries to be stocked, unless higher costs are accrued. Irrespective of a stock taking CT shall after prior notification with reasonable appointment of a date be entitled to withdraw from the contract in whole or in part and/or to claim for damages. Compensation for damages shall be standardized to 15% of the agreed net price. The customer shall be entitled to evidence, that a lower damage or no damage at all occurred. Irrespective of the liquidated damage CT shall be entitled to claim for reimbursement of the actual damage occurred.

9. Retention of Title

- 9.1 CT reserves retention of title in the deliveries until receipt of any and all payments as well as fulfillment of any and all other claims of CT towards the customer out of and in connection with the contract. Any processing or further handling of the deliveries as well as their combination with third party property by the customer or third parties shall be performed for CT. CT shall be entitled to co-ownership in newly created goods according to the value of the concerned delivery.
- 9.2 The customer shall be obliged to insure at his own cost the deliveries until final transfer of ownership against any and all insurable damages. The customer assigns to CT at the time of order placement his claims for eventual insurance proceeds to the amount of the net price plus legally applicable value added tax by way of security. With order confirmation CT accepts this assignment. The customer obliges himself to notify the insurance company the assignment and to inform CT accordingly. With full payment and performance of the other claims out of and in connection with the contract, the re-assignment shall be deemed occurred by implication.
- 9.3 The customer must neither pledge the deliveries nor assign them by way of security. Pledges, confiscations or other threats to the ownership of CT by third parties shall be notified by the customer to CT without undue delay. The cost of a possible extrajudicial or judicial measure by CT shall be at the expense of the customer.
- 9.4 Claims of the customer out of further sale of deliveries are assigned to CT by way of security by the customer at the time of order placement to the amount of the net price plus legally applicable value added tax together with 5 % standardized collection cost. With order confirmation CT accepts this assignment. It shall be irrelevant for the assignment whether the customer disposes of the deliveries (i) in whole or in part, (ii) to one or more recipients, (iii) together with other goods not owned by CT, or (iv) without or after further handling, combination with third party property or combination with movable things. CT will not enforce such claims as long as the customer duly meets its payment obligations out of and in connection with the contract entered into with CT. Upon CT's request the customer must disclose to CT its debtors of the assigned claims together with any information being necessary for the enforcement of such claims and disclose the assignment to such debtors at his own cost. CT shall be entitled as well to a notice of assignment towards the debtors of the customer.
- 9.5 In case the value of the securities for the sake of CT exceeds its claims by more than 15 %, CT is prepared to confer or to reassign at the choice of the customer the exceeding securities upon the customer's request.
- 9.6 The customer shall be obliged to cooperate in measures taken by CT for the protection of its ownership or similar security rights in the deliveries.
- 9.7 In case the law having jurisdiction over the respective delivery does not allow for a retention of title according to section 9.1 to 9.6, but allows the retention of comparable rights in the deliveries, such comparable rights shall be deemed agreed between the customer and CT. Section 9.6 shall apply mutatis mutandis.

10. Warranty Claims

- 10.1 The period to enforce defects in the deliveries ("warranty period") shall amount to twelve (12) month from transfer of risk according to section 8. In case of partial delivery the date of transfer of risk of the respective partial delivery shall be relevant.
- 10.2 Insofar as defects in deliveries existed at the date of transfer of risk, CT shall bear the warranty for the duration of the warranty period according to the following stipulations to the exclusion of further claims. Liability of CT for damages according to section 11 shall remain unaffected.
 - 10.2.1 CT shall at no cost repair all defective parts of the deliveries or replace them by parts being free from defects at its own option at the contractually foreseen place of operation ("supplementary performance"). In doing so, CT will choose the appropriate form of supplementary performance at its equitable discretion under consideration of the overall circumstances. In case of replacement CT shall be entitled to demand a reasonable compensation for the occurred use of the original, replaced part. Title in the replaced part shall pass to CT with its dismantling.
 - 10.2.2 In case the defective delivery is not located at the contractual foreseen place of operation, the customer shall bear possibly accruing additional cost (transportation, insurance as well as travel expenses and time).
 - 10.2.3 The customer shall allow CT the reasonably necessary time and opportunity for the supplementary performance. In case of refusal, CT shall be exempted from corresponding warranty. Only in urgent cases of operational safety and in order to avoid disproportional high damages the customer shall be entitled to remedy the defect by its own or through third parties and to claim from CT reimbursement of the accrued expenses in a reasonable amount. The customer shall notify CT about its intend to remedy a defect by its own or through third parties without undue delay. In case the customer breaches this obligation to notify, his claim for reimbursement shall be dispensed. CT shall only be responsible for the consequences of such remedy performed by the

- customer or through third parties, when and as far as the customer or the third party appointed by the customer has acted according to the requirements of CT. In no case the customer or the third party appointed by the customer shall be deemed vicarious agents of CT.
- 10.2.4 The customer shall only be entitled to withdraw from the contract or to reduce the price in case CT has – subject to the legally required exemptions – let pass a reasonably fixed time limit effectless. The same shall apply in case the supplementary performance has failed repeatedly and a further attempt is not reasonable for the customer.
- 10.2.5 Normal wear of parts in accordance with the designated use of the deliveries shall not constitute warranty claims.
- 10.2.6 Warranty claims shall be excluded in case and as far as
- i. the customer has not notified CT in writing about a defect without undue delay after receipt of the deliveries; in case of hidden defects the customer shall be obliged to notify the defect in writing without undue delay after its discovery;
 - ii. the defect in the deliveries is due to a non-observance of installation-, assembly- or operating instructions by the customer;
 - iii. the defect is due to an improper use of the deliveries and/or use contrary to the contract;
 - iv. the defect is due to a deferred or non-professional maintenance or repair;
 - v. the defect is due to an unauthorized change performed and/or action taken in the deliveries.
- 10.3 Insofar as deliveries infringe industrial property rights and/or copyrights (together “property rights”) of third parties CT shall bear the warranty for the warranty period according to the following stipulations to the exclusion of further claims. Liability of CT for damages according to section 11 shall remain unaffected.
- 10.3.1 CT shall procure the right of further use to the customer at its own cost or modify the deliveries in such a manner being reasonable for the customer that the infringement of property rights will not exist any longer. In case this will not be possible at commercially reasonable conditions or in a reasonable time frame, the customer as well as CT shall be entitled to withdraw from the contract.
- 10.3.2 Warranty claims due to an infringement of third parties’ property rights shall be excluded, in case and as far as
- i. the customer has not notified in writing without undue delay about an actual, alleged or suspected infringement of property rights and thereby has contributed to an increase of damages;
 - ii. the customer do not support CT in the performance of modification measures to avoid such infringement of property rights;
 - iii. the customer do not reserve all defense measures including extrajudicial settlement to CT;
 - iv. the customer do not support CT up to a reasonable extent in the defense against asserted claims;
 - v. the customer is to be held accountable by his own for the infringement of third parties’ property rights, particularly in case such infringement is based on a specification of the customer, modifications of the deliveries on the customer’s own authority or use of the deliveries by the customer being not in compliance with the contract.
- 10.4 For warranty claims due to defective software the stipulations of this section 10.4 shall apply additionally and insofar preferentially.
- 10.4.1 It is known to the customer, that software cannot be generated completely faultless for technical reasons. Warranty claims of the customer related to software shall therefore be limited to defects, deviating not only insignificantly from the contractually agreed characteristics, as well as defects impacting the usability of the software not only insignificantly.
- 10.4.2 Within the frame of the supplementary performance CT shall be entitled as well to remedy the defect in the software by delivery of a workaround being equivalent in its functionalities.
- 10.4.3 In case of defects in the software of other producers being part of the agreed scope of delivery, CT shall be entitled at its own choice to assert warranty claims of CT towards the producer or supplier of this software for the account of the customer or to assign them to the customer, provided that CT is not able to remedy the defects in the software for licensing or actual reasons.
- 10.4.4 CT explicitly points out, that is incumbent on the customer itself to take care about a regular data backup and to review the successes of such data backup regularly. CT shall be liable for the loss or alteration of data being generated by the software up to the extent only which would have been unavoidable in case the customer would have performed data backup in regular intervals, however at least daily.
- 10.5 Claims of the customer due to defects which have been fraudulent concealed by CT or due to a guarantee of quality granted by CT respectively shall not be affected by this section 10.

11. Liability

- 11.1 Subject to the stipulations in section 11.2 to 11.5 CT shall be liable in case of a breach of duty or tort for damages and reimbursement of expenses in case of willful misconduct, gross negligence as well as slight negligent breach of an essential contractual obligation only. A contractual obligation shall be essential, in case its breach jeopardizes the achievement of the contract’s purpose. In case of slight negligent breach of an essential contractual obligation CT’s liability shall be limited to the foreseeable damage typical for the contract. A reasonable further limitation of CT’s liability to certain kinds of defect as well as limitation by its amount is contained in CT’s quotation. The customer expressly declares to have taken notice of this complementary limitation. The customer and CT agree that this complementary limitation is reasonable in light of the concrete order and the risks associated therewith. In all other respects liability as of CT for damages shall be excluded.
- 11.2 In case CT is responsible for a delay in bindingly agreed delivery dates or periods and a damage demonstrably occurs therefrom to the customer, the customer shall be entitled from the second (2nd) week of delay onwards to claim for liquidated compensation. This liquidated compensation shall amount to 0.5% of the net price of the delivery affected by the delay for each full week of delay, however up to a maximum of 5% of the net price of such delivery. Damage claims for delay going beyond the above limits shall only be valid if and as far as CT explicitly has assured and guaranteed respectively to meet the delivery date or time period.
- 11.3 Any and all claims for damages of the customer towards CT, irrespective of its legal basis, shall lapse within one (1) year from the transfer of title in the deliveries according to section 8, in case of tortious liability from the knowledge or gross negligent lack of knowledge of the circumstances justifying the claim and the liable person.
- 11.4 The stipulations according to sections 11.1 to 11.3 shall not apply (i) in case of liability arising out of willful misconduct or gross negligence, (ii) in case and insofar as CT has explicitly granted an assurance or guarantee, (iii) in case of fraudulent concealment of a damage, (iv) in case of damages resulting from injury of life, body or health and (v) in case of a mandatory legal liability (particularly according to the German Product Liability Act).

12. Withdrawal in case of Inability to Pay etc.

In case the customer gets unable to pay, he ceases payment, an interim administrator is appointed or a petition for insolvency proceedings against the assets of the customer is filed, CT shall be entitled to withdraw from the non-fulfilled part of the contract irrespective of its other rights by contract or at law. In case of withdrawal, the customer shall be obliged to pay the agreed price to CT, less expenses saved.

13. Software

- 13.1 In case CT’s deliveries contain software, the customer shall - subject to the stipulations as per section 13.3 - be entitled to create a backup copy of such software. The customer shall clearly identify the backup copy with an indication of CT as holder of rights (copyright note) as well as the designation of the software. The customer shall not be entitled to make further copies including issuance of the program code on a printer.
- 13.2 The customer shall not be entitled to translate, edit or otherwise alter the software delivered by CT. In particular, the customer shall not be allowed to decompile the program code of the software to another format or to reverse engineer the source codes of the software. The minimum legal usage rights due to the customer shall not be affected.
- 13.3 The customer shall be obliged to avoid the unauthorized access of third parties to software delivered by CT, the associated handbooks and documentation by way of suitable measures. The original data medium as well as potentially made backup copies are to be stored in a location secured against the unauthorized access by third parties.

- 13.4 Without CT's prior written approval the customer shall not be entitled to make available the software delivered by CT as well as the associated handbooks and documentations in its original or as copy to third parties, to leave them for use or to disseminate them by other means. Exempted shall be the right to make available the software for the purpose of the permitted disposal or other permanent disposition of the software to a third party according to section 13.5.3.
- 13.5 **Grant of Rights**
- 13.5.1 In case scope of the contract consists in the delivery of a machine, this delivery also comprises own software of CT as integral part of this machine. With full payment of the agreed price CT grants to the customer a non-exclusive (simple), not limited in time, only transferable according to section 13.5.3, right to use this software without the right to grant sublicenses (hereinafter "license"). This right to use entitles the customer to load, display, run and store the software for his own purposes on the machine being scope of the contract. In case the customer intends to use the software independent from the machine being scope of the contract, he has to obtain the prior written approval of CT. CT will not unreasonably refuse such approval.
- 13.5.2 In case scope of the contract (also) consists in the delivery of software, not being integral part of the machine (e.g. LayupPlanner; hereinafter "component-specific software"), CT grants to the customer a non-exclusive (simple), not limited in time, only transferable according to section 13.5.3, right to use this software by way of a single user license without the right to grant sublicenses (hereinafter "license in component-specific software"). This license in component-specific software entitles the customer to load, display, run and store the component-specific software for his own purposes on the hardware of the customer being designated in the documentation. The software shall only be used together with the machine being scope of the contract.
- 13.5.3 Disposal or other permanent disposition of the software according to sections 13.5.1 to 13.5.2 to third parties shall only be permitted to the customer under the proviso, that he (i) does not retain any copies of the program, (ii) imposes on the third party the adherence to the terms and conditions of these General Conditions for Deliveries and Performances and in particular this section 13. also for the benefit of CT and (iii) forwards a copy of the corresponding written declaration of the third party, showing also the latter's name and address, to CT without undue delay.
- 13.6 For software of other producers being contained in CT's scope of delivery, the terms of license of such producer shall apply exclusively. CT indicates the customer of such software of other producers within its documentation of the disposed software. The customer shall be entitled to use the software of other producers as integral part of the deliveries only. He shall indemnify CT from any and all claims, resulting from the breach of this duty. CT shall be entitled to replace software of other producers by similar products having essentially comparable functionalities.
- 14. Confidentiality**
Unless explicitly agreed in writing to the contrary, information and documents of the customer, brought to the knowledge of CT within the frame of contract initiation and in connection with the contract, shall not be deemed confidential. This shall not apply, in case obviously confidential information and documents are concerned.
- 15. Assignment**
The customer shall only after CT's prior written approval be entitled to assign rights and/or obligations out of and in connection with the contract to third parties.
- 16. Code of Conduct**
- 16.1 The customer and CT assure towards each other to respect the principles of the United Nations Global Compact Initiative (www.unglobalcompact.org). These principles apply in particular for the protection of international human rights, the right of collective bargaining, the abolition of forced labor and child labor, the abolition of discrimination in recruitment and employment, the responsibility for the environment and the prevention of corruption.
- 16.2 Violations of the principles of the United Nations Global Compact Initiative by the customer shall entitle CT to terminate the contract with immediate effect for good cause.
- 17. Applicable Law and Place of Jurisdiction**
- 17.1 The laws of Germany shall apply to the exclusion of its conflict-of-laws provisions as well as the United Nations Convention on Contracts for the International Sales of Goods dated 11.04.1980 (CISG).
- 17.2 In the event of a dispute, controversy or claim arising out of or in connection with the contract, including any question regarding its existence, validity or termination, such dispute, controversy or claim shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be exclusively and finally determined and settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce. The number of arbitrators shall be three (3) and the place of arbitration shall be Leonberg, Germany. The language to be used in the arbitral proceedings shall be English. Recourse to jurisdictions is expressly excluded, except as provided for in the International Chamber of Commerce Rules of Conciliation and Arbitration concerning Conservatory and Interim measures.
- 18. Data Protection**
CT points out and the customer explicitly agrees that CT both (i) stores data about the movement of goods and payment transactions with the customer and (ii) stores, processes and transmits personal data being associated with the business relationship with the customer.
- 19. Severability**
- 19.1 All agreements between the customer and CT, including its alteration and/or amendment, as well as representations, guarantees and subsidiary agreements must be in writing in order to be valid. This requirement of written form can only be waived in writing.
- 19.2 In case one or more of the stipulations of these General Conditions for Deliveries and Performances are or become ineffective in whole or in part, the validity of the remaining stipulations shall not be affected hereby.