General Terms and Conditions of Business

MAHA SE & Co. KG

1. Scope of Application

1.1. The conditions set forth hereafter are the contractual basis of our business relationships with the purchasers of our products insofar as these purchasers are entrepreneurs (section 14, German Civil Code (BGB)), legal persons governed by public law or special funds under public law. These conditions become subject matter of the contract upon acceptance of an offer (an order) by us. These General Terms and Conditions also apply to future business with the customer.

1.2. The customer's own business conditions are not recognised by us except when we have agreed to them in written form. The customer's own conditions of business are also not recognised by us even if, in knowledge of them, we unconditionally execute the delivery without again expressly contradicting these.

1.3. Individual agreements made with the customer on a case-by-case basis shall, in any case, take precedence over these General Terms and Conditions. The content of such agreements shall be governed by a written contract or written confirmation by the seller.

2. Conclusion of a Contract, Orders via Internet

2.1. Our offers are without engagement. We are only bound to our offers if they have been expressly designated as binding. Otherwise, they are considered to be an invitation to make an offer. In such cases, the bringing about of a contract requires our written order confirmation.

2.2. Customers we have provided with registered online access to our "MAHA Online Shop" ordering system (short form: Shop) are also offered the opportunity to order online.

2.2.1. The presentation of items in the Shop does not represent a legally binding offer on our part, but rather an invitation to customers to present a binding offer. In the Shop, customers have the opportunity to place items in a so-called shopping basket. Before completing the order process, customers have a second opportunity to check the shopping basket for accuracy and avoid input errors. Customers make an offer by clicking on the "Continue" button in the "Order" process step.

2.2.2. After entering the order in the Shop, customers receive an automatic email (order confirmation) documenting their submitted offer (order). This email confirms that we have received the order and does not constitute a contract. A valid contract between the customer and us only comes into effect when we accept the customer's offer in text form via a separate order confirmation. There is no obligation to accept the customer's offer.

2.2.3. Before starting the order process in the Shop, customers have the opportunity to choose from the following languages: English, German.

2.2.4. Customers can view these General Terms and Conditions on our website www.maha.de and in the Shop. Furthermore, they can print or save these General Terms and Conditions as a document by using the designated internet browser function.

2.2.5. Individual order processes are saved and made visible to customers in the Shop for a period of at least 24 months after ordering. Moreover, we retain all relevant documents in accordance with the legal duties to retain records.

2.3. Assignment of the customer's rights arising from the contract requires the seller's written consent.

3. Quality, Order Confirmation

3.1. Properties of the goods which the customer can expect, based on our public statements in particular in our advertising or labelling of the goods, or which fall under trade usages, shall only be deemed to be covered by the contractual qualities if they are expressly set forth in an offer or an order confirmation. Guarantees are only binding for us if they are set down in an offer, an order confirmation or otherwise in writing and our obligations under the guarantee are also set down in detail in the same.
Manufacturer guarantees apply only if expressly agreed to in the offer / order confirmation and if the corresponding guarantee conditions (e.g. "Lifetime+" guarantee conditions) are attached or referred to. The requirements and services specified individual therein are decisive.

3.2. Our written order confirmation is the authoritative document defining the scope of the delivery.

3.3. Verbal supplementary agreements and assurances from our employees or representatives require our written confirmation to be legally binding.

4. Conditions of Payment

4.1. Our prices are understood to be net prices plus the respective legal value added tax FCA (Incoterms, valid in the latest version published by the ICC – International Chamber of Commerce) ex works or warehouse. Costs for packing and, if applicable, installation, are added on at the respective price which is valid at the time of the work. In the event that the statutory VAT rate should be assessed differently by the financial authority responsible for us than shown in the relevant invoice, we or the ordering party, as the case may be, shall, to that extent, have the right to a corresponding equalisation claim as regards VAT. Any potential claims associated with this shall not, irrespective of any other statutory regulations, become time-barred until six months after the end of the year in which the relevant tax rate became definitive for us, i.e. can no longer be contested by us. In such cases, we are under obligation to issue the ordering party a corrected invoice in the line with the Value Added Tax Act.

4.2. The customer shall be obligated to provide the seller with the supporting documents required for proof of VAT-free deliveries or to assist the seller in this respect (confirmation of receipt, import documents or equivalent records).

4.3. Unless expressly agreed otherwise in writing, our prices – including prices for ancillary services – shall be due for payment immediately on delivery or acceptance and invoicing. Unless expressly permitted otherwise in writing, payments shall be made directly to us without any deductions. Payments to third parties shall only have a debt-discharging effect if they have been authorised by us in writing to collect debts. Discounts apply exclusively on the basis of Section 4.13.

4.4. The seller is entitled to demand an appropriate advance payment. The seller is not obligated to fulfil the order before receiving the advance payment. Agreed completion dates shall be postponed by the time that elapses until the advance payment is received. However, if the seller receives orders from customers who live or work abroad, or has justified reasons to suspect that the customer will fail to make payment, the seller shall be entitled at any time – even in the context of an ongoing business relationship – to only make a delivery either in whole or in part against advance payment. The seller declares a corresponding retention of title at the latest when the order is confirmed. Delivery shall only take place once payment has been received in full.

4.5. Payment instructions, bills of exchange and cheques shall only be accepted as conditional payment and against reimbursement of expenses.

4.6. The seller can demand suitable collateral (e.g. an appropriate down payment, a bank guarantee, confirmation of financing, a leasing contract) for the purchase price on or after conclusion of the contract.
4.7. If the provision of collateral is delayed by more than ten days after the request is made, the deadlines for the seller's performance obligations shall be extended accordingly by the duration of the delay.
4.8. The customer is considered in default with payment if he receives a reminder after the due date or does not pay at a determined calendar date or a determinable date. The date on which we receive payment shall be decisive. This does not affect the statutory provision whereby the customer is considered in default with payment at the latest 30 days after due date and receipt of the invoice or an equivalent payment demand.
4.9. If the customer defaults on payment, without prejudice to our other or further rights, we shall be entitled to demand interest at a rate of 3.5% p.a. above the base interest rate applicable at the time.
a. If the base interest rate is negative, a base interest rate of 0% shall be assumed for the calculation.
b. The base rate is the Deutsche Bundesbank reference rate.
4.10. If instalment payments have been approved in writing, all outstanding sums fall due as soon as the customer is partially or completely in default with the payment on an instalment for over a month or for the third time.
4.11. Offsetting or application of the right of retention due to counter claims by the customer which are disputed by us and not res judicata is excluded. The application of the right of retention is also excluded as far as the counter claims of the customer are not based on the same contractual relationship.
4.12. For orders with a value of goods of less than EUR 80.00 (net), we reserve the right to charge a minimum quantity surcharge of EUR 30.00 (plus VAT).
4.13. Discounts require an express written agreement. Any agreed discount relates exclusively to the net value of goods delivered. No discount is granted for services – in particular installation, commissioning or repair services, for ancillary costs (e.g. packaging, transport, customs, fees, costs for storage, daily allowance, overnight accommodation or travel) or for taxes. Discounts applied without authorisation will be billed retroactively.
A discount is excluded if supply or performance disruptions occur that are outside of our responsibility; this includes in particular default in acceptance on the part of the customer, delays on site and lack of cooperation on the part of the customer.
A discount is conditional upon full and prompt payment of the invoice sum that the discount applies to within the particular agreed discount period.

5. Delivery and Passing of the Risk

5.1. The place of performance of our performance obligations is our place of business and/or the supply warehouse of which the customer is informed of in the order confirmation, insofar as the customer is a businessperson (Kaufmann) as defined in the German Commercial Code (HGB), a legal person governed by public law or a special fund under public law. Transport costs of the goods are to be paid by the customer. Such costs include taxes and customs duties in connection with the transport of the goods.
5.2. The passing of the risk to the customer takes place, at the latest, at the time of delivery to the transport company or any other transport person. If the customer has not specifically stipulated a transport company, we have the right to choose a suitable transport company.
5.3. Given delivery periods are considered to be only approximate agreed upon time guidelines except when they have been expressly stated as binding in our order confirmation. Every delivery period is extended by the length of the interruption of our work operation caused by impediments due to measures in connection with labour disputes in our company or those of our sub-suppliers, in particular strikes and legal lock-outs as well as the occurrence of unforeseen events which do not fall under our responsibilities. The forestanding circumstances do not fall under our responsibility only because they emerge during an already existing default. The customer will be informed of the beginning and ending of these kinds of impediments as soon as possible.
5.4. Delivery periods are only binding if expressly referred to as binding. The seller enters into default if the customer sets a reasonable grace period for delivery following the due date and this period expires without result. This grace period must be at least 14 calendar days. In the case of contracts concluded with traders, the payment reminder can be sent no earlier than four week after expiry of a non-binding delivery period. The statutory rights of the customer remain unaffected.
5.5. Partial deliveries are permissible as long as they are economically acceptable for the customer.
5.6. We reserve the right to change the outside appearance and the equipment or technical details of our machinery as far as these changes are reasonable for the customer or only unessential deviations are concerned.
5.7. If control by corresponding software forms part of the scope of delivery and performance, ownership in the control shall pass to the customer at the same time as ownership in the other system components. All rights in the software remain with us, in particular the copyright usage and exploitation rights as far as they have not been expressly granted to the customer in these General Terms and Conditions or by other agreements. The customer shall only be granted the limited right to use the software in accordance with the purpose and scope of the contract based on a specially concluded software license agreement.
5.8.1. The seller informs the customer of readiness for delivery in text form and names a reasonable time window for collection. The customer is obliged to collect the goods within five working days (for consumers: ten calendar days). If the goods are not collected, the customer enters into default in acceptance (Section 293 BGB).
5.8.2. For every missed collection date or agreed follow-up date, a lump-sum fee of EUR 250.00 net (plus VAT) will be charged for each incident. The customer reserves the right to prove that less financial loss/damage was incurred, and the seller reserves the right to prove that the financial loss/damage was greater. This lump-sum fee becomes void if the customer provides notification of the postponement no later than three days before the date in text form and the seller agrees.
5.8.3. If the goods are not collected within two weeks after notification of readiness for delivery, the seller may place the goods in storage at the risk and expense of the customers. Storage costs of EUR 15.00 net (plus VAT) are incurred for each square metre of occupied, non-stacked storage space and for each calendar week or part thereof. The basis for the calculation (square metre per item) is specified with the notification of readiness for delivery.
5.8.4. When default in acceptance is entered into, the risk of accidental destruction and chance deterioration is transferred to the customer (Section 446, third sentence, Section 300 (2) BGB). This does not apply to consumers, insofar as this is excluded by law, in particular in the case of shipment to consumers (Section 475 (2) BGB).
5.8.5. For contracts concluded with traders, the seller may, after four weeks without collection of the goods, arrange for the goods to be sent to the customer by an appropriate haulage contractor following prior notification (at least seven days in advance). The costs are based on the standard market rates charged by the appointed haulage contractor. An overview of rates is made available on request.

5.8.6. After eight weeks without collection, the seller may – after prior notification and an appropriate time period – withdraw from the contract and/or sell the goods. In the case of merchants, the goods can be sold in accordance with Sections 373, 374 HGB. Furthermore, Sections 372, 383 BGB also apply. Losses incurred on the sale and costs are borne by the customer. The customer reserves the right to prove lower costs.
5.8.7. In cases of default in acceptance or other delays in acceptance for which the customer is responsible, any agreed discount is not granted.
5.8.8. Statutory rights arising from Sections 304, 326 BGB and any further claims remain unaffected.

6. Claims in Case of Defects

6.1. The customer is obligated to report transport damage without delay; the delivering company must note this on the proof of delivery. Hidden transport damage and other visible defects must be reported in writing within one week of the goods being delivered at the latest, while defects that are not obvious must be reported within one week of discovery at the latest. These deadlines are preclusion periods.
6.2. If there is a defect in the stated delivery, we are entitled at our choice to either rectify the defect or provide a replacement delivery (subsequent performance).
6.3. If subsequent performance is not successful, the customer is entitled, at his choice, to either withdraw from the contract or to demand an appropriate reduction of the purchase price.
6.4. The limitation period for claims for defects is 12 months, starting from such time that risk is transferred. Should the manufacturer have made further guarantee promises on a case-by-case basis, the guarantee period shall include the statutory warranty period. The limitation period shall also apply to claims for compensation for consequential damages caused by a defect, unless claims are asserted based on tort or fraudulent intent.
The above-mentioned limitation period relates to claims for defects. Voluntary manufacturer guarantees (e.g. "Lifetime+") remain unaffected by this; their duration and requirements are determined exclusively by the specific applicable guarantee conditions.
6.5. If MAHA has agreed to an extended guarantee policy, we shall only accept guarantee or product liability claims if a correctly completed quality certificate is presented. This must be sent to the manufacturer within two weeks of commissioning.
By way of derogation from this, the initial obligations and documentary evidence obligations set down in the "Lifetime+" guarantee conditions apply for the "Lifetime+" manufacturer's guarantee; sending of a quality certificate within two weeks of commissioning is not required for this.
6.6. Replaced parts become our property and are to be handed over to us.
6.7. No liability is accepted for defects, as long as they are not attributable to our negligence, caused by unsuitable or improper handling and/or defective installation or commissioning by the customer or by third parties not instructed or authorised by us (also in reference to intervention in the software), natural wear and tear, false or careless treatment, unsuitable equipment, replacement materials, faulty construction, creation of chemical, electromechanical or electrical influences. Also excluded from claims for defects are changes to the goods or unskilled repairs to the goods which are attributable to the customer or third parties authorised by the customer to do so.
The grounds for exclusion and suspension named in the guarantee conditions (e.g. "Lifetime+") correspond to the above provisions; further or more specific exclusions are subject to the guarantee conditions.
6.8. The subsequent performance is effected without recognition of a legal obligation and does not cause the limitation period to start anew. This also applies when spare parts have been installed in the course of rectification of a defect.
6.9. Further reaching claims for defects of the customer are excluded without prejudice to any restricted claims for damages according to Section 7.
6.10. If an inspection of the claimed defects shows that no claim for defects exists, the customer is obliged to bear the costs brought about by the inspection.
6.11. A limitation period of 6 months shall apply to used goods, spare parts and exchange goods. In addition, any liability for defects is excluded, insofar as we are not guilty of fraudulent conduct.

7. Limitation on Liability (Liability Exclusion and Limitation)

7.1. We are not liable for damage caused by slight negligence except in the case of a breach of a material contractual obligation or a cardinal obligation in a manner endangering the purpose of the contract or in the case we have assumed of a guarantee.
7.2. In the following cases our liability is limited to the foreseeable damages typical of the contract:
   a. in the case of slightly negligent breach of material contractual obligations or cardinal obligations in a manner endangering the purpose of the contract,
   b. in the case of grossly negligent breach by a vicarious agent (not an officer or executive staff) or
   c. if we assume a guarantee as long as we, as seller, have not expressly given, to the customer as buyer, a guarantee for the quality of the goods.
7.3. In the cases described in Section 7.2 our liability is limited up to the triple amount of the price of the respectively affected good, at the most EUR 200,000.00, or in case of mere pecuniary loss to twice the amount of the order value, at the most EUR 150,000.00.
7.4. The limitation period for claims for damages in the cases described in Section 7.2 is two years from the point of time in which the customer has obtained knowledge of the damage, and/or without taking this knowledge into consideration three years from the damaging event. The limitation period for claims due to defects of the goods is as set forth in Section 6.4.
7.5. Sections 7.1 to 7.4 also apply, when the goods are only specified in kind.
7.6. Except in the case of liability based on the Product Liability Act, injury to life, body and health, for the granting of a guarantee for the quality of a good or for fraudulent concealment of defects, the foregoing liability limitations apply to all claims for damages regardless of their legal ground including claims in tort.
7.7. The foregoing liability limitations also apply in the case of damage claims by the customer against our employees or agents.

8. Reservation of Title

8.1. We retain title in the goods until the purchase price has been completely paid as well as all other claims due arising from the ongoing business connections with the customer at the time of the contract conclusion (§ 449 BGB).

8.2. We authorise the customer to, in the ordinary course of business, dispose of the goods. He, however, already assigns to us all claims equal to the final invoice amount (including Value Added Tax), accruing to him for the resale against his buyer or a third party, regardless of whether the delivery object is resold without or after re-working. The customer remains entitled to collect such claim even after the assignment. Our right to collect such claim ourselves, remains unaffected thereby. We, however, commit ourselves not to collect the debt as long as the customer is meeting his payment obligations from the collected proceeds, the financial status of the customer does not deteriorate substantially, the customer is not in default with payment and in particular the customer has not filed an application to commence insolvency proceedings or is unable to pay his debts. If such is the case or there is some other important reason, we can demand that the customer make the assigned claims and their debtors known to us, provide all information needed for collection, hand over all corresponding documents and notify the debtors (third parties) of the assignment. This preliminary assignment includes the acquired claim as well as the securities provided and possible debt surrogates. Other disposals of the goods are not permitted and give rise to damages.

8.3. If the customer is in default with payment, we are entitled, after unsuccessfully setting a one-week grace period, to take back the reserved goods. This measure does not constitute a withdrawal from the contract, so that our claims remain unaffected. The right to withdraw from the contract remains unaffected and can only be effected by express declaration.

8.4. If the customer is in default with the payment for the reserved goods, we can withdraw from the contract, without having to grant the customer another grace period for payment.

8.5. The customer is obliged to draw attention to our rights in case of seizure by third parties and to notify us without undue delay. As far as the third party is not in a position to reimburse us for the court and out-of-court costs of a law suit based on § 771 ZPO (German Code of Civil Procedure), the customer is liable for costs accruing to us.

8.6. The customer is obliged to treat the delivery item with care, in particular to sufficiently insure these at value when new at his cost, against damage caused by fire, water and theft. If maintenance and inspection work is necessary, the customer must conduct these on time at his cost.

9. Installation and Repair Conditions

9.1. As far as we are to conduct installation and repair work based on an order confirmation, the following rules apply in addition:

9.2. The commencement of our work is dependent upon the customer having fulfilled all preliminaries as set forth in the order confirmation completely and properly. This applies in particular to earth, foundation, construction and scaffolding work including the laying of in- and outlines needed for installation or repair work according to the combination foundation plans provided by us with the order confirmation or within an appropriate time period before the start of the work.

9.3. The transport and unloading of installation parts is not normally a part of our standard delivery and the customer is therefore responsible for carrying out the same at his expense. This also applies to the unpacking of the objects needed for installation.

9.4. During the duration of the installation, the customer is responsible for providing us with dry, heated and lockable rooms and any power supply which may be needed for installation or repair work.

9.5. Exchanged parts become our property. A credit for the remaining value of the exchanged part is only possible if expressly agreed in writing.

9.6. Invoicing is done on the basis of the time worked and material used as long as no other agreement has been made with the customer. We are allowed to charge the valid daily rate for work, travel and waiting time applicable on the day of the execution of the services. The customer also has to bear the additional costs named in the order confirmation such as daily allowance, overnight stays and driving expenses.
No discount is granted for the compensation for assembly or repair services or for the ancillary costs named in this subsection (cf. Section 4.13).

9.7. Insofar as assembly or repair work is to be carried out on a computer system, the customer is obligated to back up all data that could be impaired by this work on separate data carriers prior to commencement of performance of this work. Insofar as no other information is provided to the contrary, the seller shall assume that the customer has carried out the data backup under their own responsibility. We shall not make any further requests or checks. If the backup has not yet been performed when we notify the customer of our performance date, the customer shall be obligated to inform us immediately and to perform the backup. The backup shall be implicitly deemed to have been carried out as soon as we commence performance of our work.

9.8. The customer shall declare acceptance of the installation or repair work. Acceptance shall be deemed effected if the customer does not accept installation or repair within a two week period following a respective demand from us. If we do not set such period, installation or repair work requiring acceptance is considered accepted three weeks after completion of the work.

9.9. The customer is required to report obvious defects in the installation or repair work within a preclusion period of two weeks. Hidden defects in the installation or repair work must be reported within two weeks after their discovery; this period is no preclusion period and does not affect the statutory limitation periods for claims for defects.

9.10. Claims for defects are initially limited to subsequent performance (rectification of defects or replacement delivery). As long as we provide subsequent performance, the customer has no right to withdraw from the contract dealing with installation or repair work or to demand a reasonable price reduction, except where subsequent performance has finally failed.

10. Deterioration of Customer's Assets, Contract Termination

10.1. If the customer becomes unable to pay his debts after contract conclusion, if an application is filed to open insolvency proceedings regarding customer's assets or if conditions arise after contract conclusion which essentially influence the creditworthiness of the customer, we can refuse our delivery until the consideration is performed or the customer has provided security for it. The same applies, if the supporting facts for the material deterioration of the customer's assets become known only after contract conclusion without fault, even if they already existed before contract conclusion.

10.2. If the customer does not perform the consideration within an adequate time period and does not provide security for it within an adequate time period, we are entitled to withdraw from the contract or to claim damages. If we choose to claim damages, we shall be entitled to charge flat-rate damages of 3.5% p.a. of the order value (including VAT) above the base interest rate applicable at the time. The right of proof of a lower or higher damage is reserved.

a. If the base interest rate is negative, a base interest rate of 0% shall be assumed for the calculation.
b. The base rate is the Deutsche Bundesbank reference rate.

11. Order Change or Cancellation

If the customer cancels or changes an order accepted by us or desires to change a confirmed delivery date, and we accept this cancellation or change, we can demand a lump sum expenditure reimbursement of 10 % of the value of the order. A cancellation or order change less than 7 weeks before the designated delivery date is generally excluded.

12. Export Control Clause

12.1. The deliveries and services (performance of the contract) are subject to the proviso that there are no obstacles to performance due to national or international regulations set down in foreign trade law, particularly export control regulations, as well as embargoes or other restrictions.
12.2. The customer undertakes, to the extent necessary, to carry out export control checks, to immediately provide on request all information and documents concerning the final recipient, final destination and intended use of the contractual items delivered by the seller, any export control restrictions applicable in this respect, and the information required for the export/transfer/import.
12.3. Delays resulting from export inspections or approval procedures shall invalidate deadlines and delivery times. If a required permit is not granted for reasons that are not attributable to the seller, the contract shall be deemed not to have been concluded with regard to the parts concerned. Claims for damages shall be excluded to this extent and due to the aforementioned failure to meet the deadline.
12.4. If the seller passes on the deliveries (hardware and/or software and/or technology, as well as associated documentation, irrespective of the manner in which they are made available) or the work and services provided by the seller (including any kind of technical support) to third parties, the customer shall comply with the applicable regulations set down in national and international (re-)export control law. In any case, the (re-)export control regulations of the Federal Republic of Germany and the European Union must be observed when passing deliveries on to third parties.
12.5. The customer shall indemnify the seller in full against all claims asserted by authorities or other third parties against the seller due to the customer's failure to comply with the aforementioned export control obligations, and shall undertake to compensate the seller for all damages and expenses incurred in this regard.

13. Data Protection

13.1. To enable the conclusion of a contract or other industry-related services, MAHA SE & Co. KG, Hoyen 20, 87490 Haldenwang, Germany, Phone: +49 8374 585-0, Fax: +49 8374 585-590, Email: maha@maha.de, Registry Court: Kempten Local Court HRA 3478 (hereinafter referred to as 'MAHA'), collects, processes and uses interested individuals' master data (first name and surname, postal address, email address, phone number, etc.), the IP address and other personal data that the interested individual has provided MAHA with.
13.2. MAHA collects, processes and uses the personal data for the purpose of enabling the interested individual to view the desired MAHA services on the website. The legal basis for data collection is therefore Art. 6 (1) (b) and (f) of the GDPR.
13.3. The data shall initially be stored for as long as it is required for its purposes. However, the maximum storage period shall be 10 years from the collection date or the last data reconciliation date, whichever is the latest data processing operation. If no data reconciliation takes place for more than 10 years, the data shall be deleted from the central system.
13.4. The personal data is stored and processed on our own servers. It is not transferred to third countries.
13.5. The interested individual has a right of access at any time with respect to the personal data about them that is collected, processed and used. The data protection obligations under Arts. 15 to 21 are met in full. An access request should be sent to MAHA SE & Co. KG, Hoyen 20, 87490 Haldenwang, Germany, phone: +49 8374 585-0, fax: +49 8374 585-590 or email: maha@maha.de.
13.6. The interested individual is informed in detail of the type, scope, location and purpose of the collection, processing and use of the personal data required for the performance of the service, as well as of their right to object to the use of their anonymised user profile for the purposes of advertising, market research and designing the service in line with requirements.

14. Miscellaneous

14.1. German Law applies with the exclusion of eventual referral rules of German International Private Law. The UN Convention on Contracts for the International Sale of Goods is excluded (CISG).
14.2. Exclusive place of jurisdiction for disputes arising from our business relationships with the customer is the seat of our company, insofar as the customer is a businessperson (Kaufmann) as defined in the German Commercial Code (HGB), a legal person governed by public law or a special fund under public law. The same applies in the event of the customer having no general place of jurisdiction in Germany or changing place of residence or place of habitual residence to a location outside of Germany after an agreement has been concluded or where the customer's place of residence or place of habitual residence is not known in the event of legal action being taken. The parties can also commence court and out-of-court proceedings at the general place of jurisdiction of the other party.
14.3. When individual provisions are invalid, the invalidity shall be limited to such provision. The parties are obligated to replace the invalid provision with one that comes closest, in a valid manner, to the economic meaning and purpose of the invalid provision; the same applies to eventual gaps in the contract.
14.4. The English version of these General Terms and Conditions is provided for convenience purposes only. In case of conflict the German version shall prevail.