1. Scope of General Terms and Conditions and Conclusion of Individual Contracts

(1) Unless stipulated otherwise in the Individual Contract, the sale and delivery of products by PARI GmbH to the Customer. Conflicting or deviating terms or conditions of the Customer are not accepted by PARI GmbH unless expressly consented to in writing by PARI GmbH. The General Terms and Conditions of PARI GmbH shall apply in any case, in particular if the Customer does not make use of reservation despite knowledge of differing, conflicting or deviating terms or conditions on the part of the Customer.

(2) These General Terms and Conditions shall also apply to all future transactions with the Customer, insofar as their objective is the purchase and delivery of products.

(b) Conditions agreed in the Individual Contract shall be effective only when set down in writing or in text form.

(c) Agreements to the contrary indicated by PARI GmbH expressly provide otherwise. PARI GmbH shall be entitled to accept offers by the Customer within two weeks of receipt by PARI GmbH.

2. Delivery Time

(1) The delivery time indicated by PARI GmbH shall represent only indicative declarations and shall therefore be deemed only approximately agreed (approximate periods), unless they are expressly marked as exact delivery dates. For the avoidance of doubt, the delivery date specified by PARI GmbH in accordance with Clause 1, para. (2) of these General Terms and Conditions as binding under the Individual Contract.

(2) If an agreed delivery period is exceeded, the Customer may request PARI GmbH in writing to deliver within a reasonable period. PARI GmbH shall be in default only after expiry of the period thus set. (3) If the delivery is delayed by force majeure, e.g. mobilisation, war, civil unrest or similar events, e.g.

3. Shipping and Provisio of Change

(1) If the delivery is delayed by force majeure, e.g. mobilisation, war, civil unrest or similar events, e.g.

4. Liability of PARI GmbH

(1) Claims by the Customer for compensation and reimbursement of expenses (hereinafter: Claims for Damages), irrespective of the legal base, including infringement of contractual duties and tort, are subject to the following provisions if the Customer

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6. Terms of Payment

(1) Unless stipulated otherwise in the Individual Contract, the prices of PARI GmbH according to Clause

7. Retention of Title

(1) The Customer may have the right to resell the products delivered only until payment of all claims from the Individual Contract. This shall also apply to all future deliveries, even if PARI GmbH should not always expressly refer thereto. PARI GmbH shall be entitled to take back the product if the Customer breaches the contract simultaneously with the delivery.

8. Applicable Law, Place of Performance and Legal Venue

If any provision of the present General Terms and Conditions or of the Individual Contract should be invalid or unenforceable, the remaining provisions thereof shall remain valid. If the Customer and/or the manufacturer or supplier is subject to the law of the Federal Republic of Germany, excluding its private international law and excluding the

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