

**General Delivery Conditions (ALB)  
for Walter Bornmann GmbH  
V-ALB-AI-0620-6 Edition June 2020**

**§ 1 Scope of application** 1. For all course of business between us and the purchaser, customer or orderer, (hereinafter „orderer“) apply additional to any other contractual agreements exclusively these General Delivery Conditions.

Any other terms or conditions of the buyer are not accepted - even where services were fully rendered or payments accepted - unless Walter Bornmann GmbH has expressly approved their validity in writing.

This is also valid for general terms and conditions outside of the general purchasing conditions of the buyer, in particular, but not only for quality assurance agreements, framework supply agreements, supply contracts, consignment warehouse agreements or confidential agreements of the orderer as far as these regulations were not negotiated with us.

2. These general delivery conditions apply exclusively for business transactions as defined in section 14 German Civil Code (§ 14 BGB); This is also valid for all our future business relation without consolidation until definition of new general delivery conditions by us.

3. All agreements, which were negotiated between us and the orderer within the framework of contractual negotiations, have to be written down for evidence and to be confirmed by both parties.

4. Subsidiary agreements, retroactively change of contractual conditions and acceptance of warranty, in particular the confirmation of special characteristics or the taking charge of an exercise risk need to be made in writing, as far as these were given by non authorized persons. Silence from our side does not signify acceptance of us.

## **§ 2 Guidance**

1. We advise the purchaser only on explicit demand. In case of defaulted statements there is no advice.

2. Our consulting services are based on empiric values. If our consulting services are extended on circumstances where we have no influence on correctness, i.e. the composition of raw materials or the performances of sub-suppliers, the consulting is without any obligation.

3. The consulting by us is only product- and performance-related and extends solely to products we produce and services we render. It does not include a contract- unrelated consulting i.e. statements made without any products being sold or any performances being rendered by us.

## **§ 3 Conclusion of Contract**

1. All our offers are without obligation, these offers are considered as a official request to submit a purchase bid.

2. Strictly speaking, it is the order placed by the customer that constitutes an offer, which is then regularly accepted in writing (order confirmation) by Walter Bornmann GmbH.

3. The first preparation of an order is generally free of charge. Following offers are only free of charge, if the delivery contract will be concluded and remain.

4. Descriptions and photos of the products in technical documentations, leaflets, company brochures, catalogues, price lists etc. are approximations only, unless the relevant assurances have expressly been given in writing; This does not release purchaser from own testing.

Product- and performance specifications in the Internet can by their nature only be of a general character; if the orderer derives from these general specifications a liability binding quality agreement or a suitability for a planned application, the orderer must exclusively refer to this in his order.

5. In the order all specifications for a execution of the order must be given. This applies for all deliveries, services, work-outputs and miscellaneous services supplied by us. This includes especially, but not only, article description, quantity, dimensions, material and composition of material, pre-treatments, machining specifications, specifications of treatments, storage, standards as well as all technical parameters and physical characteristics.

Missing, defective or incomplete details are not expressly be applicable and do not justify any liability by us, either in relation of performance and warranty claims or in relation to damages claims.

6. If the order of the orderer differs from the offer given by us, then the buyer is obliged to mark these deviations separately.

7. We are authorized to gather further information, which are necessary for the correct execution of the order.

8. Orders should be issued in written or electronically form (EDI); orders placed verbally or by phone will be executed on risk of the orderer.

9. If the orderer cancels an order which was confirmed by us, we are entitled, without prejudice of the possibility to be effective a higher amount of loss, to invoice 10% of the contract price or the perform price for the costs which were caused through processing and for loss of profit. The buyer is able to prove evidence of a lower compensation.

10. The order confirmation by us will be executed within 10 working days, unless no other particular deadline were negotiated.

11. We reserve our right to commission a third party for the processing of the delivered parts or performance services, in any other plant or to have a third party perform the services completely or in part without any additional costs for orderer.

## **§ 4 Call-off order**

1. For supply agreements on demand it is obliged, if nothing else is negotiated, to inform about binding quantities by call of at least 3 month before delivery date. For individual cases it could be necessary to prolongate this period, i.e. for reason of raw material delivery time.

2. Additional costs, caused due a late call off or by a subsequent changes of the call off in terms of time or quantity by orderer, shall be met by orderer; our calculation shall be decisive in this case.

3. Unless otherwise agreed, all call-off orders have to be taken completely within one year after the placement of order, without a request for approval. Is this call-date expired, we are justified, to invoice the goods and on cost and risk of the orderer to ship or immediately to cancel the contract.

## **§ 5 Deviations**

1. For deviations of the delivery item or performance services after conclusion of contract, it is needed to have a separate contractual agreement.

2. We reserve us the right in case of missing or incorrect Information to reasonable change the delivery item or the performance services. Any losses from lack of information or defective information, in particular additional costs or damages shall be the responsibility of the orderer.

3. Technical changes of delivery item or performance services, which do not endanger the contractual target are reserved by us. In line with industrial standard quantity tolerances up to max. 10 % shall be validated.

4. Partial shipments or partial performance services are permissible, as long the use is only negligible affected and do not endanger the contract purpose. These can be invoiced separately.

## § 6 Delivery time

1. Delivery dates, terms for delivery and delivery time are defined with ex-works unless not negotiated different. If there is a time of delivery or a period of performance services agreed, it starts with dispatch of order confirmation..

2. In case of mutual changes of the ordered article, the terms of delivery or periods for performance services and date of delivery or date for performance services are to be renegotiated. This is also valid, if the article of contract is renegotiated after conclusion of contract, without a change of article of contract was executed.

3. The terms of delivery or periods for performances of services and date of delivery or date for performance of services shall be subject to a reservation of a non defective and in-time predelivery as well as a unforeseeable loss of production.

4. The delivery time or time for performance services is respected, until this limit the delivery article or performance services have left our plant or have given inside plant to freight forwarder or a notification of readiness for shipment was indicated.

5. We are justified to execute delivery or performance services before the agreed delivery date.

## § 7 Default of Acceptance

1. If the orderer do not take the goods in his possession at delivery date respectively after time of agreed delivery time, due to reasons which are caused by him, we are justified to have a compensation for the incurred expenses. We are especially justified to invoice our warehouse costs per month or part thereof with an amount of 0,5 %, maximum total 5% of the delivery price or price for performance services.

2. We are entitled on costs and risk of the orderer to define an appropriate depository as well as to insure delivery items or performance services on his costs.

3. We are entitled to claim a compensation instead of performance, we are entitled without the possibility of prejudice to claim a higher effectively damage, with 15% of the price as compensation, unless the orderer can prove, that a damage is not originated at all or is less than the lump-sum.

## § 8 Force Majeure

1. In case of force majeure our delivery times or performance services shall be extended with the time period of disruption plus a reasonable start-up period. On this it is defined, but not only, following cases in which we are not accounting for as: war, fire loss, epidemics i.e. COVID-19, influenza, strike, lock-out, lock-down, traffic-bloc, governmental directives, production stop or fundamental disruption of production, lack of material or power blackout in our operation plant or same cases for our subcontractors or for our material suppliers. This is also valid in businesses where we are already in delayed delivery, if these cases are set in. Start and end of such obstacles will be communicated immediately to the orderer. If the delivery or performance services are delayed for more than 6 weeks, the orderer and also we are justified, within frame-work of disturbance of scope of supply and services, to cancel the contract. In this case there is no entitlement for payment of indemnity for the contractual partners

2. In these cases of forces majeure it is excluded by the orderer to request an emergency production, provided that this was not contracted accordingly or rather have been negotiated.

## § 9 Payment Conditions

1. All prices are given, if nothing else was negotiated, in Euro net „ex works“ (FCA Ennepetal) plus VAT valid on effective date of invoice. Additional charges like packaging, freight, forwarding costs, customs, montage, insurances and bank charges will be

invoiced separately. We will only insure the goods for dispatch at the request and expense of the orderer.

2. If there is a fundamental change on costs for salary, material or energy on contracts with a lifetime from more than 12 month and on permanent contracts, each contractual partner is entitled to adapt the prices under recognition of this factors. We are also entitled to change the contracted price adequately, if before or on occasion of execution of the order, there are changements in the order, because information and documents of the orderer were incorrect or the orderer demands additional changements on the order.

3. We are entitled on conclusion of contract to take an adequate advance payment.

4. If there is binding order quantity not agreed, we define in our calculation for a certain term of time a non binding order quantity (target /forecast). If the orderer takes less than the target quantity, we are entitled to take a higher piece price.

5. Invoices are, if there is not anything else agreed, to be paid within 10 days net from the date of invoice. The invoices have to be paid without deduction. In case of non-payment the orderer falls into arrears without any reminder. Discounts or rebates are only granted according special agreements. Partial Payments require a separate written agreement.

6. The Payment by exchange require a special prior agreement. Discount charges or switching costs are charged on the orderers account. Invoice Regulation by check or by exchange are accepted only after unconditional credit as payment

7. If there are more open receivables from us against the orderer and payments of the orderer are not fulfilled on a certain receivable, so we are entitled to define on which open receivable the payment was executed.

8. In case of default payment, deferral or partial payment we are entitled to charge usual default interest, at least however interest rate at 10 per-cent points per annum above the current base interest rate and withhold further services until regulation of all due invoices. We claim the right to the evidence of a higher loss.

9. If there are reasonable doubts about the financial solvency or credit standing of the orderer, i.e. by delayed payment, default payment or cheque protest, we are entitled to request security deposits or cash payment step by step against our services. If the orderer does not fulfill this request in between a certain defined reasonable time limit, we are entitled to withdraw from the unfulfilled part of contract or to stop the deliveries until receipt of the payments. The time limit is dispensable, if the orderer is not able to grant a security deposit.

10. The orderer is only entitled for an offset against our claims, if his counterclaims are uncontested by us or are found absolutely or ready for decision. This offsetting ban is not valid for counterclaims from the same contractual relationship. The assignments of claims against us only comes into effect prior written agreement.

11. The orderer has a right of retention only if his counterclaim is based on the same contractual relationship and is undisputed or is found absolutely or contested but is ready for decision. If our performance is undisputedly defective, the orderer only has the right to withhold payment in reasonable proportion to the defects and the anticipated costs of remedying them.

12. The payment dates will persist also, if the transport or delivery is delayed or made impossible for reasons for which we are not responsible.

13. In case of intra-Community supplies we need an „Entry Certificate of an intra-Community supply“ („Gelangensbestätigung“) of the orderer for an exemption of turnover tax. The orderer is therefore obliged after receipt of goods to send us a written confirmation, that he has received the contractual object as object of an intra-Community delivery.

14. To the extent that the VAT is not included in our invoices, especially because we are originating according orderer's information from a „intra-Community delivery“ according to § 4

Nr. 1 b i. V. m. § 6 a UstG and we are later invoiced with a VAT (§ 6 a IV UstG), the orderer is liable to pay the amount, which we were charged with. This liability consists independently, if we are obliged to pay VAT, import-turnover tax or comparable taxes domestic or abroad.

### **§ 10 Transfer of risks, Packaging**

1. The place of performance for the services and payments under the order is our place of business in Ennepetal, Germany

2. The orderer shall be obligated to accept of our goods and services, once he has been notified by us of the order completion.

If the orderer does not accept the order within a period of three weeks, the service shall be regarded as accepted.

3. The risk of destruction, loss or damage is transferred to the orderer upon notification of completion of the goods. If shipment has been agreed, the risk shall pass to the orderer on dispatch of the goods or hand-over to the commissioned forwarding company.

4. If no other alternative agreement has been made, we will stipulate the type and scope of packaging. One-way packaging will be disposed by the orderer.

5. If goods are shipped in returnable packaging, said packaging must be returned carriage paid within 30 days after receipt of the shipment. Loss of or damage to loaned packaging shall be borne by orderer. Loaned packaging must not be used for purposes other than transport of delivered goods or for taking up other products.

6. If the goods are damaged or lost during transportation, an appraisal must be instigated immediately and notification given to us. Claims based on any transport damage must be made against the carrier by the purchaser immediately.

### **§ 11 Duties of inspection and complaints**

1. The customer is responsible of checking on arrival according § 377 of the German Commercial Code (HGB) or comparable foreign or international regulations the condition of the supplied goods and send us immediately a written notice about detected defects and damages. Otherwise the delivery is regarded as being approved without defect. The ruling in § 377 of the German Commercial Code applies accordingly to services and works.

2. The further usage of defective deliveries or services is inadmissible. If it was not possible to discover a defect on receipt of goods or completion of services, all further use of the supplied item or service must be discontinued immediately upon discovery.

3. The orderer is obliged to leave us immediately a representative quantity of defect parts. The orderer has to give us the necessary time to examine the noticed defect. If complaints are unjustified, we reserve the right to charge the orderer for the expenses incurred for examining the alleged defects.

4. A notice of defects does not release the customer from his duty to meet his payment obligations.

### **§ 12 Warranty**

1. Basis of our liability of defects is first and foremost, between us and the orderer, the agreed quality of our deliveries and services in the form of specifications, drawings, technical information and other technical documents.

If the condition/quality of products has not been agreed, the statutory provisions must be applied to assess whether there is a defect or not. If there is a defect in the supplied items or performance services, we have the right, at our discretion, to remedy the defect, supply a substitute or enter a credit within a reasonable period of time. Repairs to the delivery item by orderer or third parties on their own initiative require our prior agreement. In urgent cases this is only permissible, if we were

granted, also only a short term of rework, and performance expired without success.

2. In the case of bought out items, also if these are mounted in our delivery items or used elsewhere, we are justified to limit the defects liability to the assignments of the claims, which we have against the supplier of the bought-out items, unless satisfaction from the assigned right fails or the assigned claim cannot be enforced for any other reasons.

3. Claims asserted by the orderer on the account of the expenditure required for rectification, in particular costs of transportation, travelling, labor, material and replacement shall be ruled out in as much as such expenditure increases as a result of delivery having been subsequently transported to another location than the orderer's place of business.

4. For replacement services and reworking apply the same warranty obligations as for the original deliveries and services.

5. Expenses and costs incurred for any possible incorrect claims for defects are to be carried out by the customer.

6. Any warranty are available to the original orderer only and may not be assigned to a third party without our consent.

7. Die vorstehenden Absätze enthalten abschließend die Gewährleistung für unsere Produkte und Leistungen soweit nicht anders vereinbart.

7. The above paragraphs finally comprise warranty for the delivered goods and services, if nothing else has been agreed.

### **§ 13 Defects of title/ Intellectual property rights**

1. Orders based on drawings, sketches or other data provided to us will be performed at the risk of the orderer.

If we interfere with third party industrial property rights as a result of executing such orders, then the customer indemnifies us against claims by third party holders of rights.

2. We shall not be liable for any breaches of property rights associated with the application of the supplied items or services or with the combination or the use of the supplied items or services with other products.

3. In the event that defect of title occur, we are entitled to supply the necessary licences or to allow the deficiencies to be corrected to a reasonable extent by modification of the delivery item or performance item

4. Unless otherwise agreed, our liability is limited on the violation of foreign trademarks only on such trademarks, which are registered and published in Germany.

5. We reserve all ownership and all other intellectual property rights of all provided materials, products, constructions, specimens, samples, services, drawings, photos, calculations and other technical documents. A subcontracting to third parties shall require our prior written approval.

### **§ 14 Liability**

1. We accept liability for the company only with the corporate property.

2. In case of simple negligence, we will only be liable, if essential contractual obligations are neglected. The liability is restricted to the contractually typical, predictable damage.

3. Our liability for the warranted characteristics is limited by scope and amount of our product liability insurance. The scope for the cover provided correspond to the guidelines for the business and product liability insurance of the German Insurance Association (GDV). The scope of the cover in our insurance contracts for claims already incurred accounts for a minimum of 2 Mio. Euro per claim and twice of this sum per insurance year. To the extent, that it is not or only incompletely made, we shall be obliged to liability to the amount of the sum insured.

4. Damages claims for reason of bodily injury and claims based on the Product Liability Act are governed by the statutory regulations.

5. Restrictive liabilities out of contract are also valid for tortuous claims of the orderer.

6. A further damage liability as under the preceding rules is excluded. The statutory claims under right of recourse by the customer against us, only exist to the extent that the customer has not made any agreement with his customer, which goes beyond the statutory claims for defect. The liability to pay damages is excluded if the customer, for his part, has effectively limited his liability towards his customer.

7. In the event that our liability should be limited or excluded same should apply to the personal liability of our office employees, factory workforce, staff members, agents, legal representatives and vicarious agents.

8. Insofar as our liability is excluded or limited, the customer is obliged, at first request, to exempt us from claims made by third parties.

9. The customer is obliged to inform us immediately from the claims of third parties.

### **§ 15 Limitation**

1. The period of limitation for any claims and rights due to defects of our products, services and project-services is one year. This shall not apply insofar as the law stipulates longer deadlines. The periods on statutory limitation are based on legal regulations.

2. The statutory limitation period under para 1 sentence 1 does not apply in the event of intent, if we have maliciously concealed the defect, if we have assumed a warranty for the properties of the item, neither does it apply for damages claims for reason of injury to life, or injury to freedom of a person, for claims under the German Product Liability Act and for a grossly negligent breach of duty or for a breach of major contractual obligations.

3. Measures taken as a part of subsequent performance neither suspend the limitation period nor do they cause the limitation to start new.

### **§ 16 Acquisition of property**

1. We retain title to all equipment and goods we deliver until full payment of all business from previous contracts.

2. If our goods are compounded or confused with other goods, that do not belong to us, we shall be entitled to ownership of the new property or confused stock according to § 947 BGB (German Civil Code)

If processing, combination or mixing is done in a way that means that the third party item is to be regarded as the primary item, we will acquire a title in ratio of the value of our work to the third party work at the time of processing, combination or mixing.

3. Insofar as we acquire a title to an item through our work we will retain the title to this item until settlement of all existing claims, resulting from the business relationship from the orderer.

4. The orderer shall be obliged to store the products subject to retention of title in proper manner, to maintain them in a technically perfect condition and to perform or arrange for maintenance, servicing or repair work in due time at on his own cost. The orderer has to take out insurance at his own costs for the products subject to retention of title against loss, damage and destruction. In damaging event the customer shall assign possible claims to us..

5. The orderer is entitled to sell the goods, which are our joint ownership, as long as he fulfils his obligations resulting from the business relationship with us. In such case, the claim resulting from sale is deemed assigned to us in the ratio of the value of

the work secured by our reservation of title to the total value of the goods sold. The orderer also remains entitled to collect this receivable even after assignation. Our authorisation to collect this claim is not affected thereby.

6. The right of the customer to dispose of the goods subject to our reservation of ownership and to collect the debts assigned to us, lapses as soon as customer no longer meets his payment obligations from the proceeds received, or suspends payment or application is made for insolvency proceedings to be instigated. In all the aforesaid cases as well as other behaviour of the customer in violation of the contract we shall be entitled to take back goods of which Walter Bornmann GmbH has retention of ownership.

7. The orderer shall inform us if any dangers regarding the products subject to retention of title should occur, particularly with regard to insolvency, inability to pay and proceedings. At our request, the purchaser must provide us with all the necessary information on the status of the items subject to reservation of title and on receivables assigned to us and must notify his customers of such assignment. The Buyer shall be committed to cooperate and to take measures to safeguard our retention of the title rights to the goods subject to retention and shall also bear the ensuing costs

8. For all amounts payable, Walter Bornmann GmbH shall be entitled to the right of lien in respect of the corporeal things of the customer of which Walter Bornmann GmbH acquired ownership under the contract. Such lien shall also be asserted on account of claims arising from work performed earlier, deliveries or other performances, provided that they are effected in connection with the item.

As regards other claims ensuing from the business relationship the contractual lien shall only apply where undisputed or recognised by declaratory judgement. The §§ 1204 ff. BGB and § 50 sub-section 1 insolvency regulations shall apply accordingly

9. If the realized value of the collaterals exceeds the amount payable to Walter Bornmann GmbH by more than 15%, Walter Bornmann GmbH shall release collaterals of his choice the customer should the aforesaid demand this.

### **§ 17 Manufacturing Means**

1. If specific manufacturing means as samples, toolings or templates are manufactured on our behalf in order to fulfil an order, we shall remain owner of the manufacturing instruments produced by us or by a thirdparty contractor; this applies even if the customer has taken over pro rata costs.

2. The manufacturing means are only used for orders of the buyer, as long the buyer fulfils his payment obligations and his commitments on quantities demands. We are only obliged to maintain or replace the tooling at no cost if this is necessary in order to meet the output volumes guaranteed to the ordering party.

3. The costs of manufacturing means will be, unless otherwise agreed, invoiced separately from the products. This also applies to production materials which have to be replaced as result of wear and tear.

In the offer and in order confirmation tooling costs are separately listed; these are due in net payment without deduction upon conclusion of contract. It is furthermore to be stated, if and eventually how much of the paid tooling expenses have to be amortized.

4. If it is agreed that the customer will become then owner of the tools, ownership thereto shall pass to the customer after payment of the price shown in the order for the tools. Independent of the legal right of the purchaser to have the tools handed out and independent of the lifetime of the tools, we are entitled to solely hold the tools until an agreed minimum quantity has been purchased or a certain length of time has passed. We will designate the tools as third party-property and, at the customers request, will insure them at ist cost.

5. If the customer suspends or terminates collaboration during the period of preparation of the manufacturing means, the

production costs necessarily incurred to date are borne by the customer, unless we are responsible for the termination.

6. For tooling owned by the customer according to paragraph 4 or for tooling made available by the customer by way of lending, the suppliers liability is limited to the duty of care observed on his own affairs concerning safekeeping and maintenance. The customer shall pay the costs of service and insurance. The obligations of the supplier cease, when after a corresponding request by supplier, the customer fails to collect the tooling within 14 days.

7. Should the customer fail to meet his contractual obligations to the full, we shall be entitled to retain the tools. The lien persists as the debt has not been repaid.

#### **§ 18 Provided Materials**

If we receive materials to be processed from the ordering party, the following provisions shall apply:

1. The provided materials are inspected by us on delivery only on apparent damages and defects. We are not obligated to conduct a more extensive examination. Possible damages and defects are to be claimed within 10 business days of their first notice by us.

2. The goods committed to us should consist from a normal or defined material which should have a good shape stability. Otherwise the necessary additional expenses will be invoiced to the customer. Agreed schedules for services and deliveries can be adjusted accordingly the non-compliance of section 1 of a good shape stability. The delivery time is prolonged with the time of the delay

3. If the item provided by supplier are unusable as a result of material defects, our machining costs have to be reimbursed.

4. We shall not be liable for damages caused by incorrect inscription or identification of goods.

5. The customer is obliged to compensate us all damages including lost profit for provided non-machinable material.

6. For a customary rate of scrap in production, there will be no compensation.

#### **§ 19 RoHS-guideline and electrical equipment law**

1. The customer has to examine the guideline 2002/95/EG (RoHS) and the electrical equipment law before placing of order, if our supply will be under the guideline of electrical equipment law (ElektroG) and to inform us, if this is the case. If we get no information, we shall conclude, that the parts are not installed in such products or connected with products, which are defined in the product catalog of § 2 section .1 of electrical equipment law (ElektroG)

2. In case of offence against the electrical equipment law (ElektroG) our liability is excluded, insofar this offence is based on a breach of the duty to report by customer. If we should become exposed to claims due to an offence, the buyer is obliged to indemnify us of these claims.

#### **§ 20 Confidentiality**

1. The customer undertakes to treat as confidential all protectable aspects of the business relationship. In particular he will treat as business secrets all non-apparent commercial and technical details of which he learns through the business relationship. This confidentially obligation shall not apply with respect to information that is generally known to the public at the time of disclosure, as well as such informations or aspects of the business relation, which were known verifiable by the buyer before disclosure of us. The buyer shall be responsible that the customers employee are committed to maintain confidentiality

2. The reproduction of documents is only authorized within the limit what is operationally necessary and shall be subject to copyright.

3. All documents may not be disclosed to third parties or used for other purposes, as these were assigned to the customer.

4. Also a partial disclosure of the business relation to a third party is only authorized by our written confirmation; the customer shall commit the third party to maintain confidentiality in the same framework.

5. The customer may advertise with our business relationship only with prior written consent; the customer is also obliged to keep confidentiality after end of our business relation.

#### **§ 21 Export and Import capability**

If an export was not agreed with us, we are not obliged to verify, if an export from products supplied by us is subject to authorization. The risk of exportability and importability of ordered products lies exclusively with the customer. It is responsibility of the customer to confirm this, i.e. by a request to the Federal Office of Economics and Export Control (BAFA) in Eschborn near Frankfurt am Main.

#### **§ 22 Place of jurisdiction and applicable law**

1. Place of jurisdiction shall be either the court at our place of business or the court of customer's place of business according to our request.

2. The law of the Federal Republic of Germany shall apply to all business relation with customer. The application of the CSIG-convention of the United Nations concerning on the international purchase of goods is excluded

3. If individual provisions of these general items and conditions or part of thereof shall become ineffective, the validity of the remaining general terms and conditions shall be unaffected.

#### **§ 23 Privacy Statement**

We will use all data relating to the customer for the sole purpose of transacting the business in accordance with the relevant applicable data protection law. Upon written request the customer has a right of information on collected, processed and used personal data

#### **§ 24 Contact Data**

Walter Bornmann GmbH  
Hagener Str. 168 b  
D-58256 Ennepetal  
Geschäftsführer Andreas Klenz

Tel. +49 (2333) 68943 - 0

E-Mail: [info@walter-bornmann.de](mailto:info@walter-bornmann.de)  
Internet: <https://walter-bornmann.de>

Registergericht Hagen  
Registernummer: HRB 10984

Umsatzsteuer-Identifikationsnummer: DE 319 885 925

Walter Bornmann GmbH  
Hagener Str. 168 b  
D-58256 Ennepetal  
Managing Director Andreas Klenz

Tel. +49 (2333) 68943 - 0

E-Mail: [info@walter-bornmann.de](mailto:info@walter-bornmann.de)  
Internet: <https://walter-bornmann.de>

Registry Court Hagen  
Register Number: HRB 10984

Value Added Tax Identification Number: DE 319 885 925

