

General Terms and Conditions (GTC) **of Dive Turbinen GmbH & Co KG**

as of February 2026

1. Scope of Application

- (1) These General Terms and Conditions (“GTC”) apply to all business relationships with contractual partners, customers, and suppliers (“Contractual Partner”). The GTC apply only if the Contractual Partner is an entrepreneur within the meaning of Section 14 of the German Civil Code (“BGB”), a legal entity under public law, or a special fund under public law.
- (2) All deliveries, services, cost estimates, cost calculations, order confirmations, offers by, and contracts with Dive Turbinen GmbH & Co KG (“DIVE”) are carried out exclusively on the basis of these GTC. In particular, the GTC apply to the delivery of goods and components (sale/contract for work and materials), work services (including design, engineering, assembly, commissioning, acceptance, and maintenance), as well as services (in particular technical consulting, planning, project control, and project management) provided by DIVE.
- (3) Unless otherwise agreed, the GTC in the version valid at the time of the Contractual Partner’s order, or in any case in the version last communicated to the Contractual Partner in text form, shall also apply as a framework agreement to similar future contracts without DIVE having to refer to them again in each individual case.
- (4) These GTC apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the Contractual Partner shall become part of the contract only if and insofar as DIVE has expressly agreed to their validity in writing. This requirement of consent applies in all cases, even if the Contractual Partner refers to its own general terms and conditions in the context of an order and DIVE does not expressly object to them.
- (5) Individual agreements (e.g. framework supply agreements, purchase agreements, quality assurance agreements, service descriptions, or specifications) and information contained in the order confirmation shall take precedence over these GTC, particularly in the event of any conflict.

2. Conclusion of Contract, Cost Estimate / Cost Calculation

- (1) All offers by DIVE, including cost estimates and cost calculations, are subject to change and non-binding and may be revoked by DIVE until written acceptance by the Contractual Partner. This also applies if DIVE has provided the Contractual Partner with catalogs, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards), other product descriptions, or documents – including in electronic form – to which DIVE reserves ownership and copyright.
- (2) The conclusion of contracts as well as any amendments or supplements thereto require written form. Verbal agreements that are not confirmed in writing by DIVE shall not form part of the contract.
- (3) Employees of DIVE are not authorized to make verbal ancillary agreements or to give verbal assurances that go beyond the content of the written contract with DIVE.
- (4) If the Contractual Partner requests a written cost estimate or a guideline price offer, DIVE only owes the professional calculation of the anticipated costs. A cost estimate or guideline price offer is subject to remuneration if the Contractual Partner was informed of this in advance. DIVE assumes no warranty for the accuracy of the cost estimate. Section 649 BGB remains unaffected.
- (5) Cost calculations prepared by DIVE, as opposed to a cost estimate, merely constitute a non-binding forecast of the prices associated with a service provided by DIVE. The cost calculation is not binding; the services shall be invoiced in the final settlement based on actual working hours and material costs.

- (6) Additional work and the rectification of defects shall be offered separately.

3. Scope of Services

- (1) The specific scope of services results from the respective contract, the service description, or the specifications.
- (2) Changes to the scope of services ("Change Requests") must be agreed in writing. DIVE is entitled to charge any resulting additional costs separately and to adjust deadlines accordingly.

4. Project Management and Cooperation Obligations

- (1) DIVE prepares and monitors project plans, milestones, and budgets.
- (2) The Contractual Partner undertakes to provide the required information, approvals, permits, inspections, and decisions within the agreed time limits.
- (3) The Contractual Partner shall ensure free access to installation sites, construction sites, and the required utility connections.
- (4) If the project is delayed due to delayed cooperation by the Contractual Partner or its vicarious agents, agreed deadlines shall be extended accordingly.
- (5) Additional expenses incurred by DIVE as a result of insufficient cooperation by the Contractual Partner may be invoiced to the Contractual Partner separately.

5. Prices and Payment

- (1) All prices are net amounts in euros plus the applicable statutory value-added tax (VAT), if applicable. If VAT has not been charged and it subsequently becomes apparent that VAT should have been charged, DIVE is entitled to subsequently invoice the VAT to the Contractual Partner.
- (2) The deduction of any cash discount requires a separate written agreement.
- (3) Unless otherwise agreed, DIVE's invoices are due for payment immediately upon invoicing and without any deduction.
- (4) The Contractual Partner shall be in default of payment, even without a reminder from DIVE, at the latest upon expiry of 30 days after the due date and receipt of the invoice. During the period of default, the agreed price shall bear interest at the statutory default interest rate applicable at the time. The right to claim further damages for default remains reserved. With respect to merchants, the claim to commercial maturity interest pursuant to Section 353 of the German Commercial Code ("HGB") remains unaffected.
- (5) DIVE is entitled to demand reasonable advance payments in accordance with project progress.
- (6) DIVE is entitled at any time, even within the framework of an ongoing business relationship, to carry out a delivery in whole or in part only against advance payment. DIVE shall declare such a reservation at the latest with the order confirmation.

6. Price Adjustments

- (1) DIVE is entitled to adjust the contractually agreed prices with effect for the future if the cost factors relevant to price formation change significantly after conclusion of the contract. Relevant cost factors include in particular personnel, energy, logistics, procurement, and product-related material costs.
- (2) Price adjustments shall be made at reasonable discretion (Section 315 BGB). The price change must objectively reflect the extent of the actual cost change. If individual cost factors increase while others decrease, these developments shall be offset against each other. The price adjustment may not increase profits.
- (3) DIVE shall notify the Contractual Partner of the price adjustment in writing at least six weeks before it takes effect and shall, upon request, disclose the changed cost factors

in a comprehensible manner. The Contractual Partner is entitled to terminate the contract within four weeks of receipt of the notification with effect as of the date the price adjustment takes effect. If no termination is declared, the amended price shall be deemed agreed as of the notified effective date.

7. Delivery and Performance Deadlines / Delay / Force Majeure / Transfer of Risk / Transport Costs

- (1) Deadlines and dates are binding only if they have been expressly agreed in writing as binding.
- (2) Unless otherwise agreed in writing, deliveries shall be made in accordance with Incoterms® 2020 EXW (place of business of DIVE). The allocation of risks and costs shall be governed by the respective agreed Incoterms clause.
- (3) DIVE's obligation to perform on time is subject to correct and timely self-supply by DIVE, provided that DIVE has concluded a congruent covering transaction with its supplier and is not responsible for the failure of supply. DIVE shall inform the Contractual Partner in writing without undue delay of any unavailability and shall immediately refund any consideration already provided by the Contractual Partner. The statutory claims of the Contractual Partner remain unaffected by this provision.
- (4) Compliance with DIVE's delivery and performance obligations presupposes the timely and proper fulfillment of the Contractual Partner's obligations. The defense of non-performance remains reserved.
- (5) In the event of failure to meet an agreed delivery or performance date, DIVE must first be granted a reasonable grace period for delivery or performance. Only if this grace period is not met may DIVE be deemed to be in default, unless DIVE has seriously and definitively refused performance. The requirement to set a grace period also applies in the event that the delivery or completion date has been fixed by the calendar. Only after the unsuccessful expiry of this grace period shall the Contractual Partner be entitled to withdraw from the contract and claim damages.
- (6) Neither party shall be liable for events of force majeure that significantly impede or temporarily hinder or render impossible the proper performance of the contract. Force majeure includes all circumstances beyond the will and control of the parties, such as natural disasters, nuclear disasters, pandemics, epidemics, energy shortages, shortages of raw materials, government measures, administrative decisions such as official requirements or delayed official acceptances, blockades, war and other military conflicts, mobilization, internal unrest, terrorist attacks, strikes, lockouts, and other labor disputes, seizure, embargo, import difficulties, or other unforeseeable, serious circumstances for which the parties are not responsible and which occur after conclusion of the contract. To the extent that one party is prevented by force majeure from fulfilling its contractual obligations, this shall not constitute a breach of contract, and the deadlines stipulated in the contract or arising from the contract shall be reasonably extended by the duration of the impediment. The same applies insofar as the affected party depends on advance performance by third parties and such performance is delayed. Each party shall use all reasonable efforts within its power to mitigate the effects caused by force majeure. The party affected by force majeure shall notify the other party in writing without undue delay of the beginning and end of the impediment. If it becomes apparent that the force majeure event will last longer than six months, either party shall be entitled to terminate the contract by registered letter.
- (7) In the case of purchase contracts, the risk of accidental loss and accidental deterioration shall pass to the Contractual Partner as soon as the goods are handed over to the forwarding agent, carrier, or any other person designated to carry out the shipment. This shall also apply in the case of carriage-paid delivery. If shipment is delayed at the request of the Contractual Partner, the risk shall pass upon notification of readiness for shipment. In the case of contracts for work, the risk shall pass to the Contractual Partner upon acceptance.

- (8) Transport costs shall be borne by the Contractual Partner unless expressly agreed otherwise. Insurance shall be taken out only at the express request and at the expense of the Contractual Partner. Any customs duties, fees, taxes, and other public charges shall be borne by the Contractual Partner.

8. Retention of Title

- (1) DIVE retains title to any goods sold (reserved goods) until full payment of all present and future claims arising from the contract and from an ongoing business relationship (secured claims). The purpose of the security covers exclusively claims of DIVE against the Contractual Partner; claims of affiliated companies are not included.
- (2) The Contractual Partner shall handle the reserved goods with due care. At its own expense, it shall insure the reserved goods at replacement value against fire, water, and theft damage. Prior to full payment of the secured claims, the reserved goods may neither be pledged to third parties nor assigned by way of security. The Contractual Partner shall notify DIVE immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties assert rights of access (e.g. attachments) to the reserved goods.
- (3) In the event of conduct by the Contractual Partner in breach of contract, in particular non-payment of the due purchase price, DIVE is entitled to withdraw from the contract after having previously set a reasonable deadline for performance. The Contractual Partner shall bear the transport costs incurred for repossession. If DIVE repossesses the reserved goods, this shall already constitute withdrawal from the contract. The seizure of the reserved goods by DIVE shall also constitute withdrawal from the contract. DIVE is entitled to realize the repossessed reserved goods. The proceeds of realization shall be set off against the amounts owed by the Contractual Partner after DIVE has deducted a reasonable amount for the costs of realization.
- (4) Until revoked pursuant to (c) below, the Contractual Partner is authorized to resell and/or process the reserved goods in the ordinary course of business. In this case, the following provisions shall additionally apply:
- a) The retention of title shall extend to the products resulting from the processing, mixing, or combining of the reserved goods to their full value, whereby DIVE shall be deemed the manufacturer. If, in the event of processing, mixing, or combining with goods of third parties, their ownership rights remain in effect, DIVE shall acquire co-ownership in proportion to the invoice values of the reserved goods to the invoice values of the other materials not owned by DIVE. The new item shall be deemed reserved goods.
 - b) The Contractual Partner hereby assigns to DIVE, as security, in full or in the amount of any co-ownership share of DIVE pursuant to the preceding paragraph, the claims against third parties arising from the resale of the reserved goods or the product. DIVE accepts the assignment. The obligations of the Contractual Partner set out in paragraph (2) shall also apply with regard to the assigned claims.
 - c) The Contractual Partner shall remain authorized to collect the claim alongside DIVE. DIVE undertakes not to collect the claim as long as the Contractual Partner meets its payment obligations to DIVE, there is no deficiency in its ability to perform, and DIVE does not assert the retention of title by exercising a right pursuant to paragraph (3). If this is not the case, DIVE may require the Contractual Partner to disclose to DIVE the assigned claims and their debtors, to provide all information necessary for collection, to hand over the relevant documents, and to notify the debtors (third parties) of the assignment. Furthermore, in this case DIVE is entitled to revoke the Contractual Partner's authorization to further resell and process the reserved goods.
 - d) If the realizable value of the securities (invoice values/nominal values minus reasonable deductions) exceeds the secured claims by more than 10%, DIVE shall, at the Contractual Partner's request, release securities to a reasonable

extent. DIVE shall select the securities to be released according to objective criteria, taking into account its security interest.

9. Engineering and Design Services

- (1) Design and engineering services shall be provided in accordance with the generally recognized rules of technology and the agreed specifications.
- (2) Planning changes or additional services resulting from new requirements of the Contractual Partner shall be deemed additional services and shall be remunerated separately.
- (3) If specifications provided by the Contractual Partner exist, DIVE shall review them only for obvious errors. DIVE shall not be liable for hidden or atypical risks.
- (4) The Contractual Partner is obliged to carefully review all design and approval documents and to notify DIVE of any objections in writing without undue delay.

10. Subcontractors

- (1) DIVE is entitled to engage suitable subcontractors to perform the services. DIVE remains responsible to the Contractual Partner for proper performance of the contract. Upon request, DIVE shall inform the Contractual Partner in writing of the use of material subcontractors; justified confidentiality interests shall remain unaffected.

11. Acceptance

- (1) Project management services, other work services, and systems shall be deemed accepted if the Contractual Partner inspects them after completion and raises no objections, but no later than 14 days after handover or commissioning. This is subject to the condition that DIVE has expressly informed the Contractual Partner in text form at the beginning of this period of the intended significance of its silence, the duration of the period, and the fact that acceptance shall be deemed to have taken place if no express declaration is made. If no express declaration of acceptance is made within the period and the Contractual Partner does not report any material defects within this period, acceptance shall be deemed to have taken place upon expiry of the period.

12. Remote Access / Remote Service

- (1) The Contractual Partner grants DIVE permission to access systems, controls, sensors, or other technical components owned or operated by it ("Systems") via a secure remote connection insofar as and for as long as this is strictly necessary for fault diagnosis, troubleshooting, functional analysis, quality assurance, ensuring system operation, or for the performance of contractually owed service, maintenance, or support services. DIVE is not entitled to carry out remote access for any other purposes; any further use of product-generated data shall take place exclusively in accordance with paragraphs (4)–(6).
- (2) The Contractual Partner shall provide and maintain the technical requirements necessary for remote access for the duration of the contract. Any changes to these requirements must be notified to DIVE immediately in writing. If the Contractual Partner refuses remote access, DIVE shall not be liable for resulting delays, additional expenses, or the impossibility of remote fault rectification; any required on-site services shall be invoiced in accordance with the respectively applicable DIVE service conditions.
- (3) Changes to system configurations, control parameters, or software settings shall be carried out by DIVE only at the express request or with the express consent of the Contractual Partner. Consent may also be given by telephone or in text form; DIVE shall document the process.

- (4) Within the scope of remote access, DIVE is entitled to collect, store, and analyze exclusively the following categories of product-generated data of the Systems, insofar as this is necessary for the purposes set out in paragraph (1): operating and performance data (e.g. output (kW), energy production (kWh), temperatures, rotational speeds, flow rates, electrical parameters), configuration and control parameters, system and error messages, condition and maintenance data (e.g. operating hours, wear indicators), and safety-relevant status and monitoring data. Data that allow conclusions to be drawn about business or trade secrets of the Contractual Partner shall be processed only to the extent technically necessary; otherwise, such data shall be pseudonymized or anonymized.
- (5) The Contractual Partner has the right to request from DIVE, at any time and free of charge, access to all product-generated data obtained by DIVE in the course of operation or remote maintenance, to receive such data in a commonly used, machine-readable format, to request their transfer to a third party designated by the Contractual Partner, and to request continuous, real-time provision insofar as this is technically feasible. DIVE shall provide suitable technical interfaces or export functions for this purpose.
- (6) The processing of product-generated data by DIVE shall be carried out exclusively for the following purposes: fulfillment of obligations arising from the contractual relationship (service, maintenance, fault diagnosis), quality assurance and operational safety, detection and prevention of system malfunctions, statistical analyses in anonymized form, or product improvement of comparable products, but only insofar as
 - no conclusions can be drawn about the Contractual Partner,
 - no business or trade secrets are disclosed, and
 - such use is in compliance with the Data Act.Use of the data for marketing, pricing, profiling, or competitive purposes is excluded. Disclosure to third parties shall take place exclusively where required for service purposes or where the Contractual Partner designates a third party pursuant to Article 5 of the Data Act.
- (7) DIVE shall protect the business and trade secrets of the Contractual Partner in accordance with statutory provisions. DIVE shall implement all appropriate technical and organizational measures (TOMs) to prevent disclosure of such information to unauthorized third parties.
- (8) Remote access, remote maintenance, diagnostics, telephone support, short-term troubleshooting, and remote changes to controls or parameter settings constitute chargeable services unless they are covered by a separate maintenance or service agreement.
- (9) If the Contractual Partner requests remote services, the prices valid at the time of the request in accordance with the current DIVE service and remote maintenance price list shall be deemed agreed. This price list is available at any time at https://dive-turbine.de/uploads/files/Preisliste_Service_DIVE.pdf.
- (10) Each remote access shall be logged by DIVE. The log shall include at least the date, time, duration, purpose of access, and the respective data categories collected. The log shall form the basis for invoicing.
- (11) For damages in connection with remote access, remote maintenance, or remote configuration measures, DIVE shall be liable exclusively in accordance with the general liability clause in Section 14 of these GTC. Liability is excluded for damages resulting from the Contractual Partner
 - a) failing to perform required cooperation acts,
 - b) not ensuring technical access or security requirements,
 - c) providing incorrect or incomplete information, or
 - d) failing to follow DIVE's instructions or independently interfering with the system configuration.
- (12) Insofar as mandatory provisions of the Data Act apply, they shall, in case of doubt, take precedence over the provisions of this section. The parties undertake to make any necessary adjustments without undue delay as soon as regulatory requirements change.

13. Warranty

- (1) The performance shall be free from defects if it has been rendered in accordance with the agreed quality as defined by the contractual basis. If no quality has been agreed, the performance shall be free from defects if it is suitable for the purpose stipulated in the contract, or otherwise for ordinary use, and complies with the generally recognized rules of technology.
- (2) In the case of purchase contracts, apparent defects must be reported to DIVE in writing without undue delay, but no later than two weeks after the delivery date. The same applies to defects that could have been identified during proper and immediate inspection for freedom from defects and completeness. If a defect is not reported in due time, warranty claims shall be excluded. For other defects, this period shall commence upon their detectability. In the case of contracts for work, Section 11.1 shall apply.
- (3) Warranty claims are further excluded if the defect is due to normal wear and tear, force majeure, improper or faulty handling, modification by the Contractual Partner or third parties, or non-compliance with statutory provisions or technical instructions.
- (4) Warranty claims shall not exist in the event of only insignificant deviation from the agreed quality or only insignificant impairment of usability.
- (5) No warranty shall be provided for the delivery of used items unless DIVE has granted a separate guarantee in this respect.
- (6) If, in the event of a defect, the Contractual Partner is entitled to subsequent performance, DIVE shall be entitled, at its own discretion, to decide whether subsequent performance shall be effected by remedying the defect or by replacement delivery or re-manufacture of a defect-free item. The Contractual Partner shall only be entitled to a reduction of the price or to withdraw from the contract if subsequent performance has finally failed. Subsequent performance shall be deemed to have failed if two attempts to remedy the reported defect have not led to freedom from defects of the contractual item or have not been undertaken within a reasonable period.
- (7) Warranty claims of the Contractual Partner due to defects shall become time-barred in the case of purchase contracts within one year from delivery, and in the case of contracts for work within one year from acceptance. This shall not apply insofar as DIVE has caused or concealed the defect intentionally or with gross negligence, or if damage to life, body, or health has occurred due to a defect caused by simple negligence. If the goods are a building or an item that has been used for a building in accordance with its usual purpose and has caused its defectiveness (building material), the limitation period shall be five years from delivery in accordance with statutory provisions (Section 438 (1) no. 2 BGB). Further statutory special provisions on limitation periods (in particular Section 438 (1) no. 1, (3), Sections 444, 445b BGB) shall remain unaffected.
- (8) DIVE's liability for damages due to a defect shall be governed by the provisions of Section 14.
- (9) Any manufacturer's warranties granted shall apply in addition to the above warranty claims.

14. Liability

- (1) Unless otherwise provided in these GTC, including the following provisions, DIVE shall be liable for breaches of contractual and non-contractual obligations in accordance with the applicable statutory provisions.
- (2) DIVE shall be liable for damages – irrespective of the legal basis – without limitation in cases of intent and gross negligence within the scope of fault-based liability.
- (3) In cases of simple negligence, DIVE shall be liable – subject to statutory liability privileges – only
 - a) for damages resulting from injury to life, body, or health,
 - b) for damages resulting from the breach of an essential contractual obligation (an obligation whose fulfillment is essential for the proper performance of the contract and on whose compliance the Contractual Partner regularly relies and may rely);

- in this case, DIVE's liability shall be limited to compensation for the foreseeable damage that is typical for this type of contract,
- c) otherwise only up to an amount equal to 100% of the respective contract value, whereby claims for compensation for indirect and/or atypical damages – in particular production downtime, business interruption costs, or loss of profit – are excluded.
- (4) The above limitations of liability shall not apply if DIVE has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods. The same shall apply to claims of the Contractual Partner under the German Product Liability Act.
 - (5) In the event of a breach of duty that does not consist of a defect, the Contractual Partner may only withdraw from or terminate the contract if DIVE is responsible for the breach of duty. Otherwise, the statutory requirements and legal consequences shall apply.
 - (6) The above exclusions and limitations of liability shall apply to the same extent in favor of DIVE's legal representatives, employees, and other vicarious agents.

15. Set-Off, Right of Retention, Right to Refuse Performance

- (1) The Contractual Partner shall be entitled to set-off, to exercise a right of retention, or to raise the defense of non-performance only if the counterclaims have been finally adjudicated, acknowledged, or are undisputed.
- (2) The Contractual Partner's right of set-off shall exist without restriction insofar as the claim set off is synallagmatically linked to the main claim.
- (3) If, after conclusion of the contract, it becomes apparent (e.g. through an application for the opening of insolvency proceedings) that DIVE's claim for remuneration is jeopardized by the Contractual Partner's lack of ability to perform, DIVE shall be entitled, in accordance with statutory provisions, to refuse performance and – where applicable after setting a deadline – to withdraw from the contract (Section 321 BGB). In the case of contracts for the manufacture of non-fungible items (custom-made products), DIVE may declare withdrawal immediately; statutory provisions regarding the dispensability of setting a deadline remain unaffected.

16. Intellectual Property and Software Use

- (1) DIVE retains all rights to drawings, plans, concepts, calculations, documentation, and software created by it.
- (2) The Contractual Partner shall receive a non-exclusive, non-transferable right of use, limited to the term of the contract, for the software provided within the scope of the contract.
- (3) Any modification, reproduction, transfer, or other use is permitted only with DIVE's prior written consent.
- (4) Open-source components integrated into the software shall be subject to the respective license terms.

17. Confidentiality

- (1) Both parties undertake to keep all confidential information obtained within the scope of the contractual relationship confidential and to use it exclusively for the performance of the contract.
- (2) The confidentiality obligation shall continue to apply for five years after termination of the contract.

18. Data Protection

- (1) The data and information collected in the course of initiating business relationships and those necessary for the performance of the contract shall be stored by DIVE. DIVE is entitled to process such data and information.
- (2) For the purpose of contract performance, DIVE is entitled to pass on data and documents to third parties in compliance with the applicable data protection regulations insofar as this serves contract execution or the protection of DIVE's legitimate interests.
- (3) Reference is otherwise made to DIVE's published privacy policy, which is available at <https://dive-turbine.de/de/content/Datenschutzerklaerung>.

19. Export Control and Embargo

- (1) The Contractual Partner undertakes to comply with the applicable export control and embargo regulations of the European Union, the Federal Republic of Germany, and the United States.
- (2) The Contractual Partner is obliged, upon request, to provide DIVE with all information necessary to comply with such regulations.
- (3) Deliveries and services of DIVE are subject to the condition that no obstacles exist due to export control or embargo regulations. Otherwise, DIVE may withdraw from the contract. Claims for damages by the Contractual Partner shall then be excluded.

20. Contractual Penalty

- (1) If the Contractual Partner breaches essential ancillary obligations (e.g. unjustified refusal of acceptance, breach of confidentiality) or culpably falls into default of acceptance, DIVE may demand an appropriate contractual penalty, the amount of which shall be determined at reasonable discretion taking into account the circumstances of the individual case; in the event of a dispute, the amount shall be subject to judicial review.
- (2) The assertion of further damages remains reserved; any contractual penalty credited shall be offset against claims for damages.

21. Governing Law, Place of Performance, Place of Jurisdiction

- (1) These GTC and the entire legal relationship between DIVE and the Contractual Partner shall be governed by the substantive law of the Federal Republic of Germany, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) The place of performance shall, in case of doubt, be the registered office of DIVE.
- (3) If the Contractual Partner is a merchant, a legal entity under public law, or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of DIVE. However, at DIVE's discretion, DIVE shall also be entitled to bring an action at the general place of jurisdiction of the Contractual Partner.

22. Final Provisions

- (1) All agreements concluded between DIVE and the Contractual Partner for the purpose of performing the contract shall be set out in writing. Any amendments to such agreements shall also require written form. This shall also apply to any waiver of the written form requirement. Legally relevant declarations and notices by the Contractual Partner in relation to the contract (e.g. setting of deadlines, notice of defects, withdrawal, or price reduction) must likewise be made in writing. Written form within the meaning of these GTC includes written and text form (e.g. letter, email, fax).
- (2) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall apply insofar as they are not directly amended or expressly excluded in these GTC.

- (3) If and insofar as contractual documents, annexes, GTC, or other documents are translated in whole or in part into a foreign language, the German-language version shall be exclusively authoritative in the event of disputes or ambiguities.
- (4) Assignment of rights or claims by the Contractual Partner to third parties is excluded unless DIVE has given its express written consent.
- (5) Should any provision of these GTC or any provision within the framework of other agreements be or become invalid or unenforceable, the validity of all other provisions or agreements shall remain unaffected. The invalid or void provision shall be deemed replaced by a provision that comes closest, in a legally effective manner, to the economic intent and purpose of the invalid or void provision. The above provision shall apply accordingly in the event of any contractual gap.